

独家业务合作协议
Exclusive Business Cooperation Agreement

本独家业务合作协议（下称“本协议”）由以下双方于 2018 年 11 月 9 日在上海签署。

This Exclusive Business Cooperation Agreement (this "Agreement") is made and entered into by and between the following Parties on November 9, 2018 in Shanghai.

重庆重金所企业管理有限公司，一家依照中国法律成立和存续的有限责任公司，地址为重庆市渝中区五一路 99 号一单元 30-6#（“甲方”）。甲方的所有股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司间接持有。

Chongqing Chongjinsuo Enterprise Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing ("Party A"). The entire equity interests of Party A is indirectly held by Lufax Holding Ltd ("Ultimate Controlling Shareholder"), an exempted company with limited liabilities in the Cayman Islands.

重庆金融资产交易所有限责任公司，一家依照中国法律设立和存续的有限责任公司，地址为重庆市渝中区五一路 99 号一单元 38 层、39 层（“乙方”或“运营实体”）。

Chongqing Financial Asset Exchange Co. Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing ("Party B" or "OPCO").

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a "Party" respectively, and as the "Parties" collectively.

鉴于：

Whereas,

1. 甲方是一家在中华人民共和国（下称“中国”）注册的有限责任公司，拥有提供技术服务和商务咨询服务的必要资源；
Party A is a limited liability company established in the People's Republic of China ("China"), and has the necessary resources to provide technical services and business consulting services;
2. 乙方是一家在中国注册的内资公司；
Party B is a company with exclusively domestic capital registered in China;
3. 甲方同意利用其人力、技术和信息优势，在本协议有效期内向乙方提供有关独家技术服务、技术咨询及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款的规定提供的该等服务。
Party A is willing to provide Party B, on an exclusive basis, with technical, consulting and other services (the detailed scope set forth below) during the term of this Agreement, utilizing its own advantages in human resources, technology and information, and Party B is willing to accept such exclusive services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, Party A and Party B have reached the following agreements:

1. 甲方服务提供

Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方提供全面的业务支持、技术服务和咨询服务，具体内容包括所有在乙方经核准的营业范围内由甲方不时决定的全部或部分服务，包括但不限于以下内容：技术服务、网络支持、业务咨询、设备或租赁、市场咨询、系统集成、产品研发和系统维护（“服务”）。

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with complete business support and technical and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which may include all or part of the services within the approved business scope of Party B as may be determined from time to time by Party A, including, but not limited to, technical services, network support, business consultations, equipment or leasing, marketing consultancy, system integration, product research and development, and system maintenance ("Service").

- 1.2 乙方同意接受甲方提供的咨询和服务。乙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.4 条描述的某些协议）为乙方提供本协议项下的咨询和/或服务。

Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not accept any consultations and/or services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.4 with Party B, to provide Party B with the consultations and/or services under this Agreement.

- 1.3 为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方有权向乙方提供财务支持（仅在中国法律允许的范围内）。为上述目的，甲方可以银行委托贷款或借款或其他的方式向乙方和/或其任何股东提供财务支持，并应另行签署该等委托贷款或借款或其他方式的财务资助的相关合同。

To ensure that the cash flow requirements of Party B's ordinary operations are met and/or to set off any loss accrued during such operations, Party A has the right to, only to the extent permissible under the laws of PRC, to provide financial support to Party B, whether or not Party B actually incurs any such operational loss. For the aforesaid purpose, Party A's financial support to Party B may take the form of bank entrustment loans or borrowings or other forms. Contracts for any such entrustment loans or borrowings or other forms of financial support shall be executed separately.

1.4 服务的提供方式 Service Providing Methodology

- 1.4.1 甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署其他技术服务协议和咨询服务协议，对特定技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements with the other Party or its affiliates, which shall provide the specific contents, manner, personnel, and fees for the specific technical services and consulting services.

- 1.4.2 为履行本协议，甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into intellectual property (including, but not limited to, software, trademark, patent and know-how) license agreements with the other Party or its affiliates, which shall permit Party B to use Party A's relevant intellectual property rights, at any time and from time to time based on the needs of the business of Party B.

- 1.4.3 乙方确认，甲方可自主决定将本协议下应向乙方提供的全部或部分服务分包给第三方承担。

Party B acknowledges that Party A may, at its own discretion, subcontract to third parties all or part of the Services Party A provides to Party B under this Agreement.

2. 服务费的计算、支付方式、财务报表、审计和税务 Calculation and Payment of the Service Fees, Financial Reports, Audit and Tax

- 2.1 双方同意，就甲方提供的服务，乙方应向甲方支付服务费（“服务费”）。在符合中国法律规定的前提下，服务费应为乙方的税前利润（包括乙方于任何财政年度在任何其附属公司应占的所有利润及所收取的任何其他分配，但不计算本协议项下所应支付的服务费），并扣除在任何财政年度所需的运营资本、开支、税金款额（甲方可根据中国税法原则和税务实践对服务费进行调整）以及与中国税法所规定的独立交易原则相符合的运营利润。服务费应当按季度支付。乙方应于每季度最后一天起 7 日内，(a)向甲方提供乙方当季度的管理报表和经营数据，其中应当明确乙方在当季度的税前收益；(b) 按甲方向乙方提供的各项调查报告、计划书、发票或其他书面文件，将服务费支付给甲方。甲方在收到管理报表和经营数据后，可向乙方出具相应的服务费的发票。所有付款均应以汇款或各方认可的其它方式划入甲方指定的银行账户。各方同意，在本协议有效期内，甲方可不时向乙方送达通知更改该等付款指示，且甲方无需经

乙方同意，有权仅依照其自主决定以至少提前 10 天书面通知乙方的方式调整上述服务费及服务费支付时间。

The Parties agree that, in consideration of the Services, Party B shall pay Party A service fees (the "Service Fees"). Subject to PRC laws, the Service Fees shall be equal to the profit before taxation of Party B (including all profits attributable to Party B of, and any other distributions received by Party B from, any of its subsidiaries in any financial year but without taking into account the Service Fees payable under this Agreement) and deducting working capital requirements, expenses and taxes (Party A can adjust the Service Fees based on applicable PRC tax laws) and operating profit that is in compliance with the principle of independent transaction as stipulated in PRC tax law. The Service Fees shall be due and payable on a quarterly basis. Party B shall, within 7 days from the last day of each quarter, (a) deliver to Party A the management accounts and operating statistics of Party B for such quarter, including the before tax income of Party B during such quarter, and (b) pay the Service Fees to Party A upon request by Party A under various survey reports, plans, invoices or other written documents. After receipt of such management accounts and operating statistics, Party A may issue to Party B a corresponding service invoice. All payments shall be transferred into the bank accounts designated by Party A through remittance or in any other way acceptable by the Parties. The Parties agree that such payment instruction may be changed by a notice given by Party A to Party B from time to time and Party A shall have the right to adjust the Service Fees and the time of payment at its sole discretion without the consent of Party B by giving Party B no less than 10 days' prior written notice of such adjustment during the term of this Agreement.

- 2.2 乙方应于每个财政年度末的 90 日内向甲方提供乙方在本财政年度的审计的财务报表，该财务报表应当经由甲方批准的独立注册会计师审计。如果该等经审计的财务报表显示出本财政年度内乙方向甲方支付的服务费总额与乙方本财政年度根据中国财务报告准则所确定的税前收益扣除相关成本、合理费用后的剩余金额之间有任何差额，经甲方书面要求，乙方应向甲方支付该等差额。

Within ninety (90) days after the end of each fiscal year, Party B shall deliver to Party A audited financial statements of Party B for such fiscal year, which shall be audited by an independent certified public accountant approved by Party A. If such audited financial statements show any shortfall of the before tax income of Party B as determined based on China financial reporting standards minus relevant costs and reasonable expenses of Party B for such fiscal year compared to the aggregate amount of the Service Fees paid by Party B to Party A in such fiscal year, upon written requests from Party A, Party B shall pay Party A an amount equal to such shortfall.

- 2.3 双方同意，上述服务费的支付原则上不应使任何一方经营发生困难，为上述目的，且在实现上述原则的限度内，甲方可以同意乙方迟延支付服务费，或经双方协商一致，可以书面形式调整第 2.1 条和第 2.2 条规定下乙方应向甲方支付服务费的时间安排。

The Parties agree that payment of the Services Fees shall not cause operational difficulty for any Party. For the purpose and in the spirit of the aforementioned principle, Party A may agree to a delay payment of Service

Fees by Party B, or adjust the payment schedule under Section 2.1 and 2.2 by written notice upon mutual agreement of the Parties.

- 2.4 乙方应按照法律及商业惯例的要求编制符合甲方要求的财务报表。
Party B shall prepare its financial statements in satisfaction of Party A's requirements and in accordance with law and commercial practices.
- 2.5 经甲方提前 5 个工作日通知, 乙方应允许甲方及甲方的控股股东(直接或间接)/或其指定审计师对乙方进行各类审计活动, 包括在乙方的主要办公地点审计乙方的有关账册和记录并复印所需的该部分账册和记录。此外, 乙方应向甲方及甲方的控股股东(直接或间接)/或其指定审计师提供有关乙方运营、业务、客户、财务、员工等相关信息和资料, 并且同意最终控股股东为满足其证券上市地监管的要求而披露该等信息和资料。
Subject to a notice given by Party A 5 working days in advance, Party B shall allow Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor to carry out auditing activities on Party B, including reviewing, and making photocopies of, the relevant books and records of Party B at the principal office of Party B. Further, Party B shall provide Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor the information and materials in connection with the operation, businesses, clients, financials and employees of Party B, and agrees that the Ultimate Controlling Shareholder may disclose such information and materials to meet the requirements of the local regulatory authorities where its shares are listed.
- 2.6 本协议各方由于执行本协议所产生的税收负担, 由各方自行承担。
Each of the Parties shall assume its own tax obligations in relation to performance of this Agreement.

3. 知识产权、保密条款以及禁止竞争

Intellectual Property Rights; Confidentiality Clauses; Non-competition

- 3.1 履行本协议而产生或创造的所有权利、所有权、权益和知识产权, 包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他, 无论其是由甲方还是由乙方开发的, 均由甲方享有独有的和所有权上的权利和权益。
Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including, but not limited to, copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others, regardless of whether they have been developed by Party A or Party B.
- 3.2 乙方未取得甲方事先书面同意前, 不得转移、转让、抵押、许可或以其他方式处置其权利、所有权、权益和知识产权, 包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他。
Party B shall not transfer, assign, mortgage, license or otherwise dispose of the rights and interests in rights, ownerships, intellectual properties, including but not limited to copyrights, patents, patent applications, trademarks,

software, know-how, trade secrets and others of Party B without the prior written consent of Party A.

- 3.3 双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged between them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor is also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

- 3.4 乙方不得（直接或间接）经营除乙方营业执照及经营许可证之许可范围之外的业务，不得在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务的实体，也不得经营甲方书面同意范围之外的其他业务。

Party B shall not engage in any business activities other than those within the scope of its business license and business permit, whether directly or indirectly, or any businesses in China which compete with the businesses of Party A, whether directly or indirectly, including invest in any entity conducting businesses which compete with the businesses of Party A, or any other businesses beyond the scope approved in writing by Party A.

- 3.5 双方同意，不论本协议是否更改、废除或终止，本条应继续有效。
The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

4. 陈述和保证 Representations and Warranties

- 4.1 甲方陈述和保证如下：

Party A hereby represents and warrants as follows:

- 4.1.1 甲方是按照中国法律合法注册并有效存续的一家公司。
Party A is a company legally registered and validly existing in accordance with the laws of China.
- 4.1.2 甲方签署并履行本协议是在其法人资格及其业务运营范围之内；
甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对甲方有约束力或影响的法律或其他限制。
Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party A.
- 4.1.3 本协议构成甲方的合法、有效和有约束力的义务，并应针对其可强制执行。
This Agreement constitutes Party A's legal, valid and binding obligations, and shall be enforceable against it.
- 4.1.4 不存在将影响甲方履行本协议项下义务的能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序，而且据其所知无人威胁将采取上述行动。
No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.
- 4.1.5 甲方已经向乙方披露了任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者使其资产或业务受到约束的文件，并且甲方此前提供给乙方的文件中没有对任何重要事实的不实陈述或者遗漏。
Party A has disclosed to Party B, all contracts, government approval, license or any other document restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party B do not contain any misrepresentations or omissions of material facts.

4.2 乙方陈述和保证如下：

Party B hereby represents and warrants as follows:

- 4.2.1 乙方是按照中国法律合法注册并有效存续的一家公司。
Party B is a company legally registered and validly existing in accordance with the laws of China;
- 4.2.2 乙方签署并履行本协议是在其法人资格及其业务运营范围之内；
乙方已采取必要的公司行为和被赋予适当授权并取得第三方和

政府机构的同意及批准，并且将不违反对乙方有约束力或影响的法律或其他限制。

Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party B.

- 4.2.3 本协议构成乙方的合法、有效和有约束力的义务，并应针对其可强制执行。

This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it.

- 4.2.4 不存在将影响乙方履行本协议项下义务的能力的，已经发生且尚未了结的诉讼，仲裁或其他公司法或行政程序，而且据其所知无人威胁将采取上述行动。

No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.

- 4.2.5 乙方已经向甲方披露任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者其资产或业务受到约束的文件，并且乙方此前提供甲方的文件中没有对任何重要事实的不实陈述或者遗漏。

Party B has disclosed to Party A all contracts, government approvals, licenses or any other documents restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party A do not contain any misrepresentations or omissions of material facts.

- 4.2.6 乙方按照本协议的约定，及时足额向甲方支付服务费用，在服务期限内维持与乙方业务相关的许可和资质的持续有效性，积极配合甲方提供服务，接受甲方就乙方业务提出的合理的意见和建议。

Party B shall pay service fees in full and in time to Party A, maintain the licenses and qualifications related to Party B's business, and accept Party A's reasonable opinions and suggestions about Party B's business in accordance with the terms of this Agreement.

- 4.2.7 未经甲方事先书面同意，自本协议签署之日起，乙方不得出售，转让，抵押或以其他方式处置其他任何资产，业务或收入的合法权益，或任何第三方提供担保，或允许任何第三方在其资产或权益上设置任何其他担保权益，但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose in any other way any of its assets or legitimate interests in the

business and revenue of Party B, or provide guarantees to any third party, or allow any third party create any other security interest on its assets or equity interests, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.8 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得发生, 继承, 保证或容许存在任何债务, 但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into, inherit, guarantee or allow the existence of any debt, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.9 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得签署任何重大合同(就本段而言, 如果一份合同的价值超过人民币 10 万元, 即被视为重大合同), 但在日常经营活动中签署的合同除外。Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into any material contracts (for the purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed to be a material contract), except the contracts entered into in the ordinary course of business.

- 4.2.10 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得与任何第三方合并, 兼并或组成联合实体, 或收购任何第三方或被收购或控制, 增加或减少其注册资本, 或者以其他任何方式改变其注册资本结构。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not merge with or takeover any third party or form any jointly controlled entity with any third party, or acquire any third party, to be acquired by or controlled by any third party, increase or reduce its registered capital, or alter the structure of the registered capital in any other way.

- 4.2.11 在相关中国法律允许的前提下, 乙方将委任甲方推荐的人担任其董事; 除非取得甲方的事先书面同意或有法定理由, 乙方不得以其他任何原因拒绝委任甲方推荐的人选。

Subject to permission under relevant laws of China, Party B shall elect the candidates Party A nominates as directors. Unless prior consent is obtained from Party A or due to statutory reasons, Party B shall not refuse the candidates Party A nominates for any other reasons.

- 4.2.12 自本协议签署之日起, 乙方委托甲方保管与控制对乙方日常运营重要相关证书及公章, 包括乙方营业执照, 组织机构代码证, 公章, 合同章, 财务专用章及法定代表人章。

Since the date of signing this Agreement, Party B shall entrust Party

A to retain and exercise physical control of the seals and certificates of Party B that are crucial to the ordinary course of business of Party B, including business licenses, organization code certificates, official seals, contract stamps, finance stamps and legal representative stamps of Party B.

4.3 双方在此同意:

Parties hereby agree as follows:

4.3.1 双方承诺,一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方及/或其附属公司、分公司可以合法从事乙方的业务,双方将在该等乙方的股权全部转让给甲方后立即解除本协议。

The Parties undertake to terminate this Agreement after the transfer of Party B's equity interests to Party A in the event that Party A is allowed to and elects to hold Party B's equity interests directly and Party A and/or its subsidiary or branch is allowed to operate Party B's business legally in accordance with applicable PRC laws.

5. 生效和有效期

Effectiveness and Term

5.1 本协议自双方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或双方另行签署的其他协议的规定提前终止,本协议有效期为 10 年。有效期满后,除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方,上述有效期将无限次延长,每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless earlier terminated in accordance with the provisions of this Agreement or relevant agreements separately executed between the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5.2 在本协议期限内,如果乙方破产或依法解散或其所有股权已根据双方与乙方的直接和间接现有股东于本协议同一日签署的《独家股权购买权协议》全部转让给甲方,本协议将自动终止。

During the term of this Agreement, if Party B goes bankrupt, or is dissolved by law, or transfers all its shares to Party A pursuant to the exclusive option agreement executed between Party A, Party B and the direct and indirect current shareholders of Party B on the same date of this Agreement, this Agreement will automatically terminate.

6. 终止

Termination

6.1 除非依据本协议的有关条款续期,本协议应于期满之日并经甲方书面通知后终止。

Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated by the written termination notice by Party A upon the date of expiration hereof.

- 6.2 本协议有效期内, (a) 双方经协商一致, 可提前终止本协议; (b) 甲方可在任何时候通过提前 30 天向乙方发出书面通知提前终止本协议; (b) 乙方无权单方提前终止本协议。

During the term of this Agreement, (a) the Parties may terminate this Agreement early upon mutual agreement; (b) Party A may terminate this Agreement early by giving 30 days' prior written notice to Party B at any time; and (c) Party B may not unilaterally terminate this Agreement prior to the expiration date.

- 6.3 在本协议终止之后, 双方在第 3、7 和 8 条项下的权利和义务应继续有效。
The rights and obligations of the Parties under Sections 3, 7 and 8 shall survive the termination of this Agreement.

- 6.4 本协议由于任何原因提前终止或期满并不免除任何一方在本协议终止日或期满日前到期的本协议项下所有付款义务(包括但不限于服务费), 也不免除本协议终止前发生的任何违约责任。本协议终止前所产生的应付服务费应在本协议终止之日起 15 个工作日内支付给甲方。

In case of early termination, for whatever reason, or due expiration of this Agreement, payment obligations of either Party outstanding as of the date of such termination or expiration, including without limitation with respect to the Service Fees, shall not be waived, nor shall any default liability accrued as of the termination of this Agreement be waived. The Service Fees accrued as of the termination of this Agreement shall be paid to Party A within fifteen (15) working days following the termination of this Agreement.

7. 违约责任

Liability for Breach of Agreement

- 7.1 除本协议其他条款规定外, 如果一方("违约方") 未履行其在本协议项下某项义务或任何其他方式对本协议构成违反, 则其他方("受损害方") 可以: (a) 向违约方发出书面通知, 说明违约性质以及范围, 并且要求违约方在通知中规定的合理期限内自费予以补救("补救期"); 并且(b) 如果违约方未在补救期内予以补救, 则受损害方有权要求违约方承担因其违约行为所导致的一切责任, 并且赔偿其违约行为给受损害方造成的一切实际经济损失, 包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用, 诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。 Except as otherwise provided herein, if a Party ("Breaching Party") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("Aggrieved Party") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("Cure Period");

and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

7.2 除法律明确规定外, 乙方无权因甲方违反合同而终止本协议。

Unless where the law clearly states otherwise, Party B do not have the right to terminate this Agreement due to Party A's breach of this Agreement.

8. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

8.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国法律管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by laws of China.

8.2 如果因解释和履行本协议的规定发生任何争议, 双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致, 则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会, 由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行, 仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission("CIETAC") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

8.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时, 除争议的事项外, 本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 8.4 在本协议签署之日后,如果在任何时候,任何中国法律、法规或规章的颁布或改变,或对该等法律、法规或规章的解释或适用的改变,应适用以下约定:(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响),各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准;以及 (b) 如果由于上述法律变更或新颁布的规定,任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响,各方应利用所有合法的途径取得对遵守该变更或规定的豁免,尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决,受影响一方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 8.5 受限于中国法律的规定,仲裁庭可以就乙方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定乙方进行清算。仲裁裁决生效后,任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定,作为财产保全或执行措施,经争议一方请求,具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下,向争议一方提供临时性救济措施。受限于中国法律的规定,(i) 香港,(ii) 开曼群岛,(iii) 乙方的注册成立地(即中国重庆);及(iv) 最终控股股东或乙方主要资产所在地的法院,对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim

remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted bylaws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party B (i.e. Chongqing, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party B's principal assets are located shall have jurisdiction for the aforesaid purpose.

9. 补偿

Indemnification

对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

10. 通知

Notices

10.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

10.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

10.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

10.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 重庆重金所企业管理有限公司
Party A: **Chongqing Chongjinsuo Enterprise Management Co., Ltd.**
地址： 重庆市渝中区五一路 99 号一单元 30-6#
Address: 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing
收件人： 法定代表人
Attn: Legal Representative

乙方： 重庆金融资产交易所有限责任公司
Party B: **Chongqing Financial Asset Exchange Co. Ltd.,**
地址： 重庆市渝中区五一路 99 号一单元 38 层、39 层
Address: Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing
收件人： 法定代表人
Attn: Legal Representative

- 10.3 任何一方均可按本条条款通过向另一方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

11. 转让

Assignment

- 11.1 未经甲方的事先书面同意，乙方不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

- 11.2 乙方同意，甲方可以通过向乙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

12. 弃权；累积性救济

Waiver; Accumulative Remedies

- 12.1 一方对另一方违反或不履行本协议任何约定给予的任何豁免不应视为是该方对随后违反或不履行此等约定或本协议项下其他约定的豁免。未行使或拖延行使本协议项下任何权利或救济权不构成对本协议有关约定的豁免。

No waiver by a Party of any breach or non-fulfilment by the other of any provisions of this Agreement will be deemed to be a waiver of any subsequent breach or non-fulfilment of that or any other provision hereunder, and no failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver of the relevant provision or provisions of this Agreement.

- 12.2 对本协议项下权利或救济权的一次或部分行使不应妨碍或限制对此等权利或救济权的进一步行使。每一方在本协议项下的权利和救济权是累积的，且不排除法定的任何权利和救济权。

No single or partial exercise of any right or remedy under this Agreement will preclude or restrict the further exercise of any such right or remedy. The rights and remedies of each Party provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

13. 可分割性
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

14. 修订、更改与补充
Amendment, Change and Supplement

- 14.1 对本协议作出的任何修订、更改与补充，均须经双方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by the Parties.

- 14.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

15. 继续有效
Survival

- 15.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 15.2 第 8、10 条和本第 15 条的规定在本协议终止后应继续有效。
The provisions of Sections 8, 10 and this Section 15 shall survive the termination of this Agreement.

16. 其他

Miscellaneous

- 16.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式五（5）份，每一方各持一份原件，其余由甲方留存备用，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in five counterparts, each Party having one original and Party A keeping the others; each counterpart has equal legal validity.

- 16.2 本协议对双方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of both Parties.

- 16.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

甲方：重庆重金所企业管理有限公司
Party A: Chongqing Chongjinsuo Corporation Management Co., Ltd.

签署：
By: 
姓名：黄文雄
Name: Huang Wenxiong
职务：法定代表人
Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE BUSINESS COOPERATION
AGREEMENT#37597664v1

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

乙方：重庆金融资产交易所有限责任公司
Party B: Chongqing Financial Assets Exchange Co., Ltd.

签署：

By:

姓名：李仁杰

Name: Li Renjie

职务：法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE BUSINESS COOPERATION AGREEMENT

独家股权购买权协议
Exclusive Equity Interest Option Agreement

本独家股权购买权协议(下称“本协议”)由以下各方于2018年11月9日在上海签署:

This Exclusive Equity Interest Option Agreement (this “Agreement”) is executed by and among the following Parties as of November 9, 2018 in Shanghai:

重庆重金所企业管理有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为重庆市渝中区五一路99号一单元30-6# (“甲方”)。甲方的股权由陆金所控股有限公司 (“最终控股股东”), 一家在开曼群岛获豁免的有限责任公司间接持有100%。

Chongqing Chongjinsuo Enterprise Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing (“Party A”). The equity interests of Party A is indirectly held by Lufax Holding Ltd (“Ultimate Controlling Shareholder”), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

平安集信(上海)投资管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区浦东南路2250号2幢一层D147室 (“直接股东”或“乙方”)。

Ping An Ji Xin (Shanghai) Investment Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room D147, Floor One, Building Two, No.2250, South Pudong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the “Direct Shareholder” or “Party B”).

重庆金融资产交易所有限责任公司, 一家依照中国法律设立和存续的有限责任公司, 地址为重庆市渝中区五一路99号一单元38层、39层 (“丙方”或“运营实体”)。

Chongqing Financial Asset Exchange Co. Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing (“Party C” or the “OPCO”).

上海雄国企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路1333号4层0401室 (“上海雄国”)。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“Shanghai Xionguo”).

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区八卦岭八卦三路平安大厦四楼 (“平安金科”)。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at the fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen (“Pingan Jinke”).

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路2277号1002N (“上海兰帮”)。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai (“Shanghai Lanbang”).

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市高新区经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District,, Urumchi, Xinjiang("Xinjiang Tongjun").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("LinzhiJinsheng").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“个人股东”，上海雄国、平安金科、上海兰帮、新疆同君、林芝金生及个人股东以下合称“间接股东”；间接股东与直接股东以下合称“股东”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; Shanghai Xionguo, and the Individual Shareholders, collectively as the "**Indirect Shareholders**"; and the Indirect Shareholders and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为运营实体登记在册的合法股东，持有运营实体 100%的股权：

The Direct Shareholder is the registered shareholders of the OPCO and holds 100% of the equity interests in the OPCO.

直接股东有意授予甲方一项购买其所持有的运营实体的全部或部分股权的不可撤销的、专有的选择权；

The Direct Shareholder intends to grant Party A an irrevocable and exclusive right to purchase all or part of the equity interests in the OPCO then held by them;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）；并且 The Individual Shareholders each executed an individual shareholder's undertaking (the "Individual Shareholder Undertaking") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

各股东及运营实体同意就甲方行使此等股权购买权（定义见下述）给予一切必要的配合。 The Shareholders and OPCO agree to render all necessary cooperation to the exercise of the Equity Interest Purchase Option (as defined below) by Party A.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 股权买卖
Sale and Purchase of Equity Interest

1.1 授予权利
Option Granted

- 1.1.1 乙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权，使甲方在中国法律允许的前提下，有权自行决定步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买，或指定一人或多人（各称为“被指定人”）从乙方购买其所持有的运营实体的全部或部分股权（“股权购买权”）。受限于本协议的条款和条件，在中国法律法规允许的情况下，甲方拥有绝对的自由裁量权来决定其行使股权购买权的具体时间、方式和次数。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与乙方持有的运营实体股权有关的权利。运营实体特此同意直接股东向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the equity interests in the OPCO then held by Party B once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Equity Interest Purchase Option"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of the OPCO held by Party B. The OPCO hereby agrees to the grant by the Direct Shareholders of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

- 1.1.2 各股东和运营实体在此同意和确认乙方根据本协议第1.1.1条的规定授予甲方该股权购买权并承诺将采取所有必要行动促使乙方履行其在本协议项下的所有义务，包括但不限于，通过乙方向甲方或被指定人转让运营实体的股权或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and the OPCO hereby agree and confirm on Party B's grant of the Equity Interest Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party B to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party B to transfer any equity interests of the OPCO to Party A or a Designee or to perform any other obligations under this Agreement.

- 1.1.3 在本协议签署之日，乙方应向甲方交付：

On the date of the execution of this Agreement, Party B shall deliver to Party A:

- (a) 两份已妥为签署但未注明日期的转让协议，全部文件形式、内容均应令甲方满意，和/或形式在大体上如附录所示；以及

Two sets of undated duly executed transfer agreement in a form and substance satisfactory to Party A and/or substantially in the form set out in the Appendix hereto; and

- (b) 为使转让任何本协议项下被购买的股权有效，甲方要求的及令其满意的所有文件。

all other documents as required by and satisfactory to Party A in order to effect a valid transfer of any equity interests purchased under this Agreement.

1.2 股权购买权行使步骤

Steps for Exercise of Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a) 甲方行使股权购买权的决定；(b) 甲方拟从乙方购买的股权总额（“被购买的股权”）；和(c) 被购买的股权的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "Equity Interest Purchase Option Notice"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "Optioned Interests"); and (c) the date for purchasing the Optioned Interests and/or the date for transfer of the Optioned Interests.

1.3 股权买价及其支付

Equity Interest Purchase Price and Its Payment

- 1.3.1 被购买的股权的买价（“股权买价”）应等于以下两项的较高者：

the purchase price for the Optioned Interests (the "Equity Interest Purchase Price") shall be equal to the higher of below:

(i) 截至股权购买权行使之日，运营实体的注册资本中所对应的出资总额乘以被购买的运营实体的股权比例；及

(i) as of the date of exercising the Equity Interest Purchase Option, the total capital contribution to the registered capital of the OPCO multiplied by the percentage of equity interests in the OPCO purchased; and

(ii) 中国法律法规允许的最低价格。

(ii) the lowest price permitted under PRC law.

- 1.3.2 在依据中国法律对股权买价进行必要的税务代扣代缴（如适用）以后，股权买价由甲方或被指定人在被购买的股权正式转让至甲方或被指定人名下之日（即运营实体换发新的企业营业执照之日）起两个月内以人民币现汇至乙方指定账户。乙方应在收到股权买价之日起一个月内全部返还给甲方或被指定人。

After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Equity Interest Purchase Price shall be wired by Party A or its Designee(s) in RMB currency at spot exchange rate to the bank account(s) designated by Party B within two months after the date on which the Optioned Interests are officially transferred to Party A and its Designee(s) (i.e. a new Enterprise Business License of the OPCO is issued). The Equity Interest Purchase Price shall be repaid in full to Party A or its designee(s) within one month upon Party B's receipt of it.

1.4 转让被购买的股权 Transfer of Optioned Interests

每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 股东应促使运营实体和乙方及时召开股东会会议，在该会议上，应通过决议，批准乙方向甲方和/或被指定人转让被购买的股权；

Shareholders shall cause the OPCO and Party B to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);

- 1.4.2 甲方有权将任何或所有被购买的股权转入甲方或被指定人名下以及/或者在所有方面均以被购买的股权实益拥有人身份行事，如由此造成损失，甲方不对此承担责任。

Party A shall have the right to effect the transfer of any and all of the Optioned Interests into its name or the name(s) of its Designee(s) and/or without liability on the part of Party A in the event of loss, act in all respects as the beneficial owner of the Optioned Interests.

- 1.4.3 此外，股东和运营实体应签署所有其他必要合同、协议或文件（包括但不限于公司章程修正案），取得全部必要的政府执照和许可（包括但不限于公司的营业执照），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的股权的有效所有权转移给甲方和/或被指定人，并

促使甲方和/或被指定人成为被购买的股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、股权质押协议项下产生的任何担保权益。本款及本协议所规定的“股权质押协议”指甲方、乙方和运营实体及相关方于本协议签署之日签署的股权质押协议，乙方根据相关协议向甲方质押其在运营实体的全部乙方股权。

Notwithstanding the foregoing, the Shareholders and the OPCO shall execute all other necessary contracts, agreements or documents (including without limitation the Amendments of the Articles of Association of the company), obtain all necessary government licenses and permits (including without limitation the Business License of the company) and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and the Share Pledge Agreement. "Share Pledge Agreement" as used in this Section and this Agreement shall refer to the relevant Share Pledge Agreement executed by and among Party B, the OPCO, Party A and other parties thereto as of the date hereof, under which Party B pledges all of its equity interests in the OPCO in favor of Party A.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和运营实体在此分别并连带地承诺：

The Shareholders and the OPCO hereby jointly and severally covenant as follows:

2.1.1 未经甲方的事先书面同意，不以任何形式补充、更改或修订运营实体章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；
Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of the OPCO, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持运营实体的存续，审慎地及有效地经营运营实体业务和处理其事务，并且促使运营实体履行其在独家业务合作协议项下的义务；本款及本协议所规定的“独家业务合作协议”指甲方及运营实体于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向运营实体提供相关的业务支持、技术服务和咨询服务；
They shall maintain the OPCO's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause the OPCO to

perform its obligations under the Exclusive Business Cooperation Agreement; "Exclusive Business Cooperation Agreement" in this Section and this Agreement refers to the exclusive business cooperation agreement executed by Party A and the OPCO on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to the OPCO;

- 2.1.3 未经甲方的事先书面同意, 不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置运营实体的任何资产、业务或收入的合法或受益权益, 或允许在其上设置任何担保权益的产权负担, 但运营实体在其日常经营活动中进行的金融服务交易除外;

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of the OPCO or legal or beneficial interest in the business or revenue of the OPCO, or allow the encumbrance thereon of any security interest, other than the financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.4 在如 3.7 条所描述的法定清算后, 乙方将向甲方全额支付其依法收取的任何剩余款项, 或促使发生该等支付行为。如中国法禁止该等支付, 乙方将在中国法许可的情形下向甲方或甲方指定的一方支付该收入;

After mandatory liquidation described in Section 3.7 below, Party B will remit in full to Party A any residual interest Party B receives or cause it to happen in compliance with law. If such transfer is prohibited by the laws of PRC, Party B will remit the proceeds to Party A or its designated person(s) in a manner permitted under the laws of PRC;

- 2.1.5 未经甲方的事先书面同意, 丙方不发生、继承、保证或允许存在任何债务, 但(i)在日常经营活动中而不是通过贷款产生的债务; 和(ii)已向甲方披露并得到甲方书面同意的债务除外;

Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 2.1.6 一直在日常经营活动中经营运营实体的所有业务, 以保持运营实体的资产价值, 不进行可能影响其经营状况和资产价值的任何作为/不作为;

They shall always operate all of the OPCO's businesses during the ordinary course of business to maintain the asset value of the OPCO and refrain from any action/omission that may affect the OPCO's operating status and asset value;

- 2.1.7 未经甲方的事先书面同意, 不得促使运营实体签署任何重大合同, (就本段而言, 如果一份合同的价值超过人民币 10 万元, 即被视为重大合同), 但在日常经营活动中签署的合同除外;

Without the prior written consent of Party A, they shall not cause the OPCO to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts entered into in the ordinary course of business;

- 2.1.8 未经甲方的事先书面同意，不得促使运营实体向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；
Without the prior written consent of Party A, they shall not cause the OPCO to provide any person with any loan or credit or guarantee in any form, other than the financial service transactions conducted by the OPCO in its ordinary course of business;
- 2.1.9 应甲方的要求，向其提供所有关于运营实体的营运和财务状况的资料；
They shall provide Party A with information on the OPCO's business operations and financial condition at Party A's request;
- 2.1.10 如甲方提出要求，应从甲方接受的保险公司处购买和持有有关运营实体资产和业务的保险，该保险的金额和险种应与经营运营实体类似业务的公司一致；
If requested by Party A, they shall procure and maintain insurance in respect of the OPCO's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by the OPCO;
- 2.1.11 未经甲方的事先书面同意，不得促使或允许运营实体与任何人合并或联合，或对任何人进行收购或投资，或促使或允许运营实体出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外)；
Without the prior written consent of Party A, they shall not cause or permit the OPCO to merge, consolidate with, acquire or invest in any person, and/or cause or permit the OPCO to sell assets with a value higher than RMB 100,000 (other than the transactions conducted by the OPCO in its ordinary course of business);
- 2.1.12 应将发生的或可能发生的与运营实体资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对运营实体的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施；
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the OPCO's assets, business or revenue and any circumstances that may adversely affects the OPCO's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;
- 2.1.13 为保持运营实体对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；
To maintain the ownership by the OPCO of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

- 2.1.14 未经甲方事先书面同意，应确保运营实体不得以任何形式派发股息予其股东，但一经甲方书面要求，运营实体应立即将所有可分配利润分配给其股东；及

Without the prior written consent of Party A, they shall ensure that the OPCO shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, the OPCO shall immediately distribute all distributable profits to its shareholders; and

- 2.1.15 应甲方的要求，应委任由其指定的任何人士担任运营实体的董事以及/或者罢免在任的运营实体的董事。

At the request of Party A, they shall appoint any persons designated by Party A as directors of the OPCO or replace any existing director(s) of the OPCO.

- 2.1.16 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方行使股权购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfill any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Equity Interest Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfill its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺

Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 未经甲方的事先书面同意，乙方不得出售、转让、抵押或以其他方式处置其拥有的运营实体的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据股权质押协议在该股权上设置的质押则除外；

Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives

any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides;

- 2.2.3 乙方应促使运营实体股东会 and/或董事会不批准在未经甲方的事先书面同意的情况下, 出售、转让、抵押或以其他方式处置乙方拥有的运营实体的股权的任何合法或受益权益, 或允许在其上设置任何担保权益的产权负担, 但根据股权质押协议在该股权上设置的质押则除外;
Party B shall cause the shareholders' meeting and/or the board of directors of the OPCO not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;
- 2.2.4 乙方应促使运营实体股东会或董事会不批准在未经甲方的事先书面同意的情况下, 运营实体与任何人合并或联合, 或对任何人进行收购或投资, 以及其他根据本协议的约定需取得甲方事先书面同意的事项;
Party B shall cause the shareholders' meeting or the board of directors of the OPCO not to approve the OPCO's merger or consolidation with any person, or the acquisition of or investment in any person, or other matters that require the prior written consent of Party A under this Agreement, without the prior written consent of Party A;
- 2.2.5 乙方应将发生的或可能发生的关于其拥有的运营实体的股权的任何诉讼、仲裁或行政程序立即通知甲方;
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO held by Party B;
- 2.2.6 乙方应促使运营实体股东会或董事会表决批准本协议规定的被购买的股权的转让并采取甲方可能要求的任何及所有其他行动;
Party B shall cause the shareholders' meeting or the board of directors of the OPCO to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- 2.2.7 为保持其对运营实体的股权的所有权, 乙方应签署所有必要或适当的文件, 采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩;
To maintain Party B's ownership in the OPCO, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.2.8 应甲方的要求, 乙方应委任由甲方指定的任何人士出任运营实体的董事;
Party B shall appoint any designee of Party A as director of the OPCO, at the

request of Party A;

- 2.2.9 应甲方随时要求，乙方应根据本协议项下的股权购买权向甲方或被指定人立即和无条件地转让其在运营实体的股权，并且乙方在此放弃运营实体的其他任何现有股东进行股权转让时，其享有的优先购买权（如有）；

At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in the OPCO to Party A or its Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and Party B hereby waives its right of first refusal to the share transfer by any of the other existing shareholders of the OPCO (if any);

- 2.2.10 乙方应严格遵守本协议及乙方、运营实体与甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本协议项下，或本协议相同各方签署的股权质押合同或股权表决权委托协议项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利；及

Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, the OPCO and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests under this Agreement, the Share Pledge Agreement or the Voting Proxy Agreement among the same parties hereto, Party B shall not exercise such rights except in accordance with the written instructions of Party A; and

- 2.2.11 乙方将其拥有的丙方的股权全部质押给甲方，并签署相关的股权质押协议。

Party B shall pledge to Party A all of its equity interests in Party C and execute the relevant share pledge agreements.

3. 陈述和保证

Representations and Warranties

股东和运营实体特此在本协议签署之日和被购买的股权的每一个转让日向甲方共同及分别陈述和保证如下：

The Shareholders and the OPCO hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有授权签署和交付本协议和其为一方的、被购买的股权的任何股权转让协议（各称为“转让协议”），并履行其在本协议和任何转让协议项下的义务。乙方同意在甲方行使股权购买权时，若甲方要求，签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务，并对其可强制执行；

They have the authority to execute and deliver this Agreement and any equity interest transfer agreement with respect to the Optioned Interests to which they are a party (each, a "Transfer Agreement"), and to perform their obligations under this

Agreement and any Transfer Agreement. Party B agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Equity Interest Purchase Option if requested by Party A. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 若甲方在本协议持续期间提出要求,如乙方尚未作出下列行动,则应促使股份转至甲方和/或甲方指定人士名下,由甲方和/或甲方指定人士根据本协议条款及在本协议条款规限下持有转让股份,及该等转让登记在公司簿册,并办理相关工商登记或备案手续。

On demand made by Party A at any time during the continuance of this Agreement, if Party B has not already done so, they shall procure that the equity and such other equity interest transfer as Party A may stipulate in writing are transferred into the name of Party A and/or its nominee(s) who shall hold the equity upon and subject to the terms of this Agreement and such transfers are registered in the books of the company and relevant registration or filing with the competent industry and commerce authority is completed.

- 3.3 无论是本协议或任何转让协议的签署和交付,还是本协议或任何转让协议项下的义务,均不得:(i)导致对中国的任何适用法律的任何违反;(ii)与运营实体章程、规章或其他组织文件相抵触;(iii)导致对其是一方或对其有约束力的任何合同或文书的违反,或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约;(iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反;或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件;

The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of the OPCO; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在运营实体拥有的股权拥有良好和可出售的所有权。除本协议和股权质押协议外,乙方在该等股权上没有设置任何担保权益;

Party B has a good and merchantable title to the equity interests in the OPCO it holds. Except for this Agreement and the Share Pledge Agreement, Party B has not placed any security interest on such equity interests;

- 3.5 运营实体对其所有资产拥有良好和可出售的所有权。除甲方、乙方和运营实体于本协议签署之日签署的独家资产购买权协议外,上述资产上没有设置任何担保权益;

The OPCO has a good and merchantable title to all of its assets, and except for the Exclusive Asset Option Agreement executed among Party A, Party B and the OPCO as of the date hereof, the OPCO has not placed any security interest on the aforementioned assets;

- 3.6 运营实体没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；
The OPCO does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 3.7 如果运营实体应中国法律要求解散或清算，其应在中国法律许可的范围内，并按中国法律允许的最低价格将其所有的资产出售予甲方或甲方指定的其他合格主体。该运营实体在届时有效的中国法适用范围内豁免甲方或其指定之合格主体因此而产生的任何支付义务；或任何该交易产生之收益应在届时有效的中国法适用的范围内，作为独家业务合作协议下之服务费之一部分而支付予甲方或甲方指定的合格主体；
If the laws of PRC requires it to be dissolved or liquidated, a OPCO shall sell all of its assets to the extent permitted by the laws of PRC to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable laws of PRC. Any obligation for Party A or the qualifying entity designated by Party A to pay the OPCO as a result of such transaction shall be forgiven by the OPCO or any proceeds from such transaction shall be paid to Party A or the qualifying entity designated by Party A in partial satisfaction of the service fees under the Exclusive Business Corporation Agreement, as applicable under then-current laws of PRC;
- 3.8 运营实体遵守适用的中国所有法律和法规；及
The OPCO has complied with all laws and regulations of China; and
- 3.9 没有悬而未决的或可能发生的与在运营实体的股权、资产或运营实体有关的诉讼、仲裁或行政程序。
There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO, assets of the OPCO or the OPCO.
- 3.10 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期
Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任
Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外，如果一方(“违约方”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“受损害方”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“补救期”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因违约方行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("Breaching Party") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("Aggrieved Party") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("Cure Period"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务，运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.

- 5.3 除法律明确规定外，股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如

果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决,受影响一方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定,仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定各方进行清算。仲裁裁决生效后,任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定,作为财产保全或执行措施,经争议一方请求,具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下,向争议一方提供临时性救济措施。受限于中国法律的规定,(i)香港,(ii)开曼群岛,(iii)运营实体的注册成立地(即中国重庆);及(iv)最终控股股东或运营实体主要资产所在地的法院,对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of the Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Chongqing, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. 税款和费用
Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易,支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees

incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. 通知
Notices

8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

8.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

8.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司：重庆重金所企业管理有限公司

Company: Chongqing Chongjinsuo Enterprise Management Co., Ltd.

地址：重庆市渝中区五一路 99 号一单元 30-6#

Address: 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing

收件人：法定代表人

Attn: Legal Representative

公司：平安集信（上海）投资管理有限公司

Company: Ping An Ji Xin (Shanghai) Investment Management Co., Ltd.

地址：中国（上海）自由贸易试验区浦东南路 2250 号 2 幢一层 D147 室

Address: Room D147, Floor One, Building Two, No. 2250, South Pudong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai

收件人：法定代表人

Attn: Legal Representative

公司：重庆金融资产交易所有限责任公司

Company: Chongqing Financial Asset Exchange Co. Ltd.

地址：重庆市渝中区五一路 99 号一单元 38 层、39 层

Address: Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing
收件人: 法定代表人
Attn: Legal Representative

公司: 上海雄国企业管理有限公司
Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址: 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区八卦岭八卦三路平安大厦四楼
Address: Fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 新疆乌鲁木齐市高经济技术开发区厦门路 21 号四楼 46 号
Address: No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui

地址: 北京市海淀区丹棱街3号中国电子大厦B座10层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路5047号深圳发展银行大厦15楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路8号锦锻之滨5栋2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 8.3 任何一方均可按本条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. 保密责任
Confidentiality

各方承认,其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密,而在未得到其他各方书面同意前,其不得向任何第三方披露任何有关资料,除下列情况外:(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露);(b)适用法律或任何证券交易所的规则或规定要求披露之资料;或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料,而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露,该一方应对违反本协议承担法律责任。无论本协议以任何理由终止,本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. 进一步保证
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件,以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. 其他

Miscellaneous

11.1 修订、更改与补充

Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充,均须经所有各方签署书面协议。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见,或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化,各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 完整合同

Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外,本协议应构成本协议各方就本协议标的物所达成的完整协议,并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分,并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 标题

Headings

本协议的标题仅为方便阅读而设,不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to

interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 语言

Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由直接股东持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Direct Shareholder having the others; each counterpart has equal legal validity.

11.5 可分割性

Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 继任者

Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 继续有效

Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。

The provisions of Sections 6, 8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 转让
Assignment

未经甲方的事先书面同意, 股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意, 甲方可以通过向乙方和丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务, 而无需经过乙方、运营实体或任何股东的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B and Party C but without the consent of Party B, the OPCO or any Shareholder.

11.10 弃权
Waivers

任何一方均可以对本协议的条款和条件作出弃权, 但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

重庆重金所企业管理有限公司
Chongqing Chongjinsuo Corporation Management Co., Ltd.

签署:

By:

姓名: 黄文雄

Name: Huang Wenxiong

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

重庆金融资产交易所有限责任公司
Chongqing Financial Assets Exchange Co., Ltd.

签署:

By:

姓名: 李仁杰

Name: Li Renjie

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

平安集信（上海）投资管理有限公司

Pingan Jixin (Shanghai) Investment Management Co., Ltd.

签署：

By:

姓名：

黄文雄

Name:

Huang Wenxiong

职务：

法定代表人

Title:

Legal Representative

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海雄国企业管理有限公司
Shanghai Xionguo Corporation Management Co., Ltd.

签署：

By:

姓名：GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务：法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署：

By:

姓名：周廷源

Name: Zhou Tingyuan

职务：法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 石京魁

Name: Shi Jingkui

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署：

By:

姓名： 窦文伟

Name: Dou Wenwei

职务： 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）

Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By: _____



SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

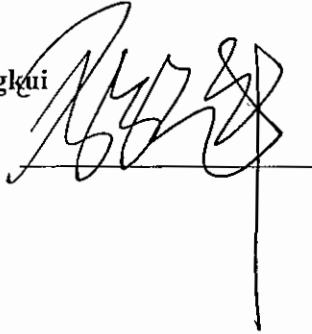
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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

石京魁
Shi Jingkui

签署：

By:

A handwritten signature in black ink, appearing to be 'Shi Jingkui', written over a horizontal line. A vertical line extends downwards from the end of the signature.

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

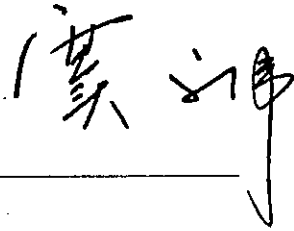
有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

窦文伟
Dou Wenwei

签署：

By: _____



huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

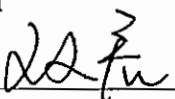
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:



huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

附录
Appendix
股权转让协议样式
Form of Equity Interest Transfer Agreement

股权转让协议
Equity Interest Transfer Agreement

本协议由下述当事人于____年____月____日签署:
THIS AGREEMENT is made on the ____ day of ____ BETWEEN:

甲方(转让方): 平安集信(上海)投资管理有限公司
Party A (Transferor): Ping An Ji Xin (Shanghai) Investment Management Co., Ltd.

乙方(受让方): 重庆重金所企业管理有限公司
Party B (Transferee): Chongqing Chongjinsuo Enterprise Management Co., Ltd.

重庆金融资产交易所有限责任公司, 一家依照中国法律设立和存续的有限责任公司, 地址为重庆市渝中区五一路 99 号一单元 38 层、39 层 (“公司”).

Chongqing Financial Asset Exchange Co. Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing ("Company");

甲方、乙方以及公司已于____年____月____日签署独家股权购买权协议, 由甲方授予乙方一项购买甲方所持有的全部或部分公司股权的不可撤销的、专有的选择权 (“购买权协议”);

Party A, Party B and the Company entered into an Exclusive Equity Interest Option Agreement dated____, whereby Party B is granted an irrevocable, exclusive option to purchase all or part of the equity interests owned by Party A in the Company ("Option Agreement").

甲乙双方经过友好协商, 就公司股权转让事宜, 达成协议如下:

Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the equity interest of the Company upon and subject to the following terms and conditions:

第1条 拟转让的股权

Clause 1 Equity Interest to Be Transferred

- 1.1 在本协议以及购买权协议的条款和条件下, 甲方同意将自己所持有公司____%的不存在任何第三方权益(购买权协议以及甲方、乙方、公司及其他相关方于____年____月____日签署的股权质押协议 (“股权质押协议”) 约定的权益除外) 股权及其在本协议日期所附带的所有权利、收益、股息及权益 (“转让股权”) 转让给乙方。股权转让完成后, 乙方将获得公司____%的股份, 享有股东权利, 包括更换董事、选择高级管理者和经营决策等权利。

Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer____% of the equity interest free from any third party rights (except as agreed by Parties under the Option Agreement and the Share Pledge Agreement ("Share Pledge Agreement") executed on ____ between Party A, Party

B, the Company and other parties thereto) in the Company which it currently holds and all rights, benefits, dividends and entitlements attaching thereto as at the date of this Agreement("Sale Equity Interest") to Party B, in each case, subject to the performance of the Option Agreement and the Share Pledge Agreement, free of encumbrances and together with all rights, benefits, dividends and entitlements attaching thereto at the date of this Agreement. Upon completion, Party B shall hold _____% of the equity interest in the Company, be entitled to the shareholders' rights such as change directors, electing senior management and making decisions on the business operations, etc.

- 1.2 甲方在此放弃、且同意促成放弃，在适用的中国法律、公司章程或其他规定下可能存在的对股权转让的任何限制。

Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of equity interest under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 价格及支付方式

Clause 2 Consideration and Payment

- 2.1 转让股权的转让总价为_____人民币。

The aggregate consideration for the transfer of the Sale Equity Interest shall be RMB _____.

- 2.2 乙方支付的股权价格，应在转让股权正式转让至乙方名下之日（即公司换发新的企业营业执照之日）起两个月内，以人民币现汇至甲方指定账户。

Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the date on which the Sale Equity Interest is officially transferred to Party B (i.e. a new Enterprise Business License of the Company is issued).

第3条 双方责任和义务：

Clause 3 Responsibilities and Obligations of Both Parties

- 3.1 甲方责任和义务

Responsibilities and Obligations of Party A

- (a) 除履行购买权协议和股权质押协议外，甲方保证其向乙方转让的股权之上不存在任何第三方权益，且附带有在本协议日期的所有权利、收益、股息及权益，无法律瑕疵，可以对抗任何第三人。

Except for the performance of the Option Agreement and the Share Pledge Agreement, Party A represents and warrants to Party B that its proportion of the Sale Equity Interest to be transferred to Party B are free of encumbrances and are together with all rights, benefits, dividends and entitlements attaching thereto at the date of this Agreement, which are free of legal defects and can be claimed against any third party.

- (b) 甲方在本协议日期之后的 30 日以内，将办理、并/或促使公司办理向中国有关部门申请本次股权转让之审批及变更登记等有关手续，以使本协议拟定的股权变更生效（若适用）。甲方将尽最大的努力尽快办理并在尽可能短的时间内获得这样的批准和登记。

Party A shall, within 30 days of the date of this Agreement, make and/or procure the Company to make the necessary applications to the relevant PRC authorities for all necessary approvals and registrations to effect the transfer of Sale Equity Interest contemplated by this Agreement (if applicable). Party A shall use its best endeavors to expedite the process and obtain all such approvals and registrations within the shortest time possible.

3.2 乙方责任和义务

Responsibilities and Obligations of Party B

- (a) 按照本协议第二条之规定向甲方足额支付价款。
Party B shall make full payment of the consideration for the Sale Equity Interest to Party A in accordance with Clause 2 of this Agreement.
- (b) 向甲方提供办理第 3.1(b)条中提到的本次股权转让手续的合理协助。
Party B shall provide Party A with all such assistance as may be reasonably required for the making of the applications for the transfer of the Sale Equity Interest referred to in Clause 3.1(b).

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for

breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 权利与义务

Clause 6 Rights and Obligations

股权转让之前, 甲方作为公司股东将按其在公司出资份额享受权利承担义务; 股权转让完成之后, 乙方作为公司的股东将享受权利和承担义务。

Before the sale and purchase of the Sale Equity Interest is completed, Party A shall enjoy all rights and assume all liabilities as shareholder of the Company in proportion to its equity interests in the Company. After the sale and purchase of the Sale Equity Interest is completed, Party B shall enjoy all rights and assume all liabilities as shareholder of the Company.

第7条 管辖法律和争议的解决

Clause 7 Governing Law and Disputes Resolution

- 7.1 本协议的签署、生效、解释和履行, 以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜, 应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 7.2 如果因解释和履行本协议的规定发生任何争议, 双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致, 则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会, 由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行, 仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时, 除争议的事项外, 本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后, 如果在任何时候, 任何中国法律、法规或规章的颁布或改变, 或对该等法律、法规或规章的解释或适用的改变; 应适用以下约定: (a) 如

果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响),各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准;以及 (b) 如果由于上述法律变更或新颁布的规定,任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响,各方应利用所有合法的途径取得对遵守该变更或规定的豁免,尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决,受影响一方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定,仲裁庭可以就乙方的股份或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后,任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定,作为财产保全或执行措施,经争议一方请求,具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下,向争议一方提供临时性救济措施。受限于中国法律的规定, (i) 香港, (ii) 开曼群岛, (iii) 公司的注册成立地(即中国重庆);及 (iv) 最终控股股东或公司主要资产所在地的法院,对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of the Company (i.e. Chongqing, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

第8条 手续费及其他费用

Clause 8 Formality and Other Costs

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第9条 协议的转让

Clause 9 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方，除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方，但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第10条 协议的分割性

Clause 10 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第11条 协议的修改补充

Clause 11 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第12条 通知

Clause 12 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第13条 其它

Clause 13 Miscellaneous

13.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

- 13.2 本协议正本一式____份, 双方各持 1 份, 具有同等的法律效力。
This Agreement shall be executed in ____ counterparts, with each Party having one original with equal legal validity.
- 13.3 本协议自双方签字之日起生效。
This Agreement shall take effect upon the signing by the Parties.

[以下无正文]
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本页无正文，为《股权转让协议》之签署页。

重庆重金所企业管理有限公司

签署：

姓名： 黄文雄
职务： 法定代表人



huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

本页无正文，为《股权转让协议》之签署页。



平安集信（上海）投资管理有限公司

签署：_____

A handwritten signature in black ink, appearing to be 'Huang Wenxiong', written over a horizontal line.

姓名： 黄文雄

职务： 法定代表人

huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

独家资产购买权协议
Exclusive Asset Option Agreement

本独家资产购买权协议（下称“本协议”）由以下各方于 2018 年 11 月 9 日在上海签署：
This **Exclusive Asset Option Agreement** (this “**Agreement**”) is executed by and among the following Parties as of November 9, 2018 in Shanghai:

重庆重金所企业管理有限公司，一家依照中国法律成立和存续的有限责任公司，地址为重庆市渝中区五一路 99 号一单元 30-6#（“甲方”）。甲方的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司间接持有 100%。

Chongqing Chongjinsuo Enterprise Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing (“**Party A**”). The equity interests of Party A is indirectly held by Lufax Holding Ltd (“**Ultimate Controlling Shareholder**”), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

平安集信（上海）投资管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区浦东南路 2250 号 2 幢一层 D147 室（“直接股东”或“乙方”）。

Ping An Ji Xin (Shanghai) Investment Management Co., Ltd. a limited liability company organized and existing under the laws of PRC, with its address at Room D147, Floor One, Building Two, No. 2250, South Pudong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the “**Direct Shareholder**” or “**Party B**”).

重庆金融资产交易所有限责任公司，一家依照中国法律设立和存续的有限责任公司，地址为重庆市渝中区五一路 99 号一单元 38 层、39 层（“丙方”或“运营实体”）。

Chongqing Financial Asset Exchange Co. Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing (“**Party C**” or the “**OPCO**”).

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“上海雄国”）。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“**Shanghai Xionguo**”).

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区八卦岭八卦三路平安大厦四楼（“平安金科”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen (“**PinganJinke**”).

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“上海兰帮”）。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai (“**Shanghai Lanbang**”).

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**LinzhiJinsheng**").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“个人股东”，上海雄国、平安金科、上海兰帮、新疆同君、林芝金生及个人股东以下合称“间接股东”；间接股东与直接股东以下合称“股东”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; Shanghai Xiongguo, PinganJinke, Shanghai Lanbang, Xinjiang Tongjun, LinzhiJinsheng, and the Individual Shareholders, collectively as the "**Indirect Shareholders**"; and the Indirect Shareholders and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为丙方登记在册的合法股东，合计持有丙方 100% 的资产：

The Direct Shareholders are the registered shareholders of Party C, and collectively hold 100% of the assets of Party C.

丙方有意授予甲方一项购买其所持有的全部资产的不可撤销的、专有的选择权；

Party C intends to grant Party A an irrevocable and exclusive right to purchase all the assets then held by Party C;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）；并且 The Individual Shareholders each executed an individual shareholder's undertaking (the "Individual Shareholder Undertaking") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

股东同意就甲方行使此等资产购买权（定义见下述）给予一切必要的配合。

The Shareholders agree to render all necessary cooperation to the exercise of the Assets Purchase Option (as defined below) by Party A.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 资产买卖
Sale and Purchase of Assets

1.1 授予权利
Option Granted

1.1.1 丙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权，使甲方在中国法律允许的前提下，有权自行决定步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从丙方购买，或指定一人或多人(各称为“被指定人”)从丙方购买其全部或部分资产(“资产购买权”)。受限于本协议的条款和条件，在中国法律法规允许的情况下，甲方拥有绝对的自由裁量权来决定其行使资产购买权（“行权”）的具体时间、方式和次数。除甲方和被指定人外，任何第三人均不得享有资产购买权或其他与丙方资产有关的权利。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party C hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the assets then held by Party C once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Assets Purchase Option"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Assets Purchase Option or other rights with respect to the assets of Party C. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

1.1.2 各股东及运营实体在此同意和确认丙方根据本协议第 1.1.1 条的规定授予甲方该资产购买权并承诺将采取所有必要行动促使丙方履行其在本协议项下的所有义务，包括但不限于，通过任何丙方向甲方或被指定人转让

丙方的资产或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and OPCO hereby agree and confirm on Party C's grant of the Assets Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party C to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party C to transfer any Assets of Party C to Party A or a Designee or to perform any other obligations under this Agreement.

1.2 资产购买权行使步骤

Steps for Exercise of Assets Purchase Option

甲方行使其资产购买权以符合中国法律和法规的规定为前提。甲方行使资产购买权时，应向丙方发出书面通知(“资产购买通知”)，资产购买通知应载明以下事项：(a)甲方行使资产购买权的决定；(b)甲方拟从丙方购买的资产范围(“被购买的资产”)；和(c)被购买的资产的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Assets Purchase Option by issuing a written notice to Party C (the "Assets Purchase Option Notice"), specifying: (a) Party A's decision to exercise the Assets Purchase Option; (b) the portion of assets to be purchased from Party C (the "Optioned Assets"); and (c) the date for purchasing the Optioned Assets and/or the date for transfer of the Optioned Assets.

1.3 资产买价及其支付

Assets Purchase Price and Its Payment

除甲方行权时中国法律要求评估外，被购买的资产的买价(“资产买价”)应是相关资产的账面净值或届时中国法律所允许的最低价格中的较高者。在依据中国法律对资产买价进行必要的税务代扣代缴(如适用)以后，资产买价由甲方在被购买的资产正式转让至甲方名下并且甲方签署相关资产交接单起两个月内，以人民币现汇至丙方指定账户。资产买价应在丙方收到之日起一个月内全额返还给甲方或被指定人。

Unless an appraisal is required by the laws of China applicable to the Assets Purchase Option when exercised by Party A, the purchase price of the Optioned Assets (the "Assets Purchase Price") shall be the higher of the net book value of the Optioned Assets and the lowest price permitted under PRC law. After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Assets Purchase Price will be wired by Party A in RMB currency at spot exchange rate to the bank account(s) designated by Party C within two months after the Optioned Assets are officially transferred to Party A and Party A executes the relevant asset receipt note. The Assets Purchase Price shall be returned in full to Party A or its designee(s) within one month upon Party C's receipt of it.

1.4 转让被购买的资产

Transfer of Optioned Assets

甲方每次行使资产购买权时：

For each exercise of the Assets Purchase Option:

- 1.4.1 直接股东应及时召开丙方的股东会会议，在该会议上，应通过决议，批准丙方向甲方和/或被指定人转让被购买的资产。股东应采取所有必要行动促使此等股东决议的通过；

The Direct Shareholders shall promptly convene a shareholder's meeting of Party C, at which a resolution shall be adopted approving Party C's transfer of the Optioned Assets to Party A and/or the Designee(s). The Shareholders shall take all necessary actions to procure such shareholder's resolution to be passed;

- 1.4.2 丙方应与甲方和/或被指定人(取适用者)按照本协议及资产购买通知的规定，就每次转让签署格式和内容如本协议附录所示的资产转让协议；

Party C shall execute an asset transfer agreement (in the form set out in the Appendix hereto) with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Assets Purchase Option Notice regarding the Optioned Assets;

- 1.4.3 股东和丙方应签署所有其他必要合同、协议或文件，取得或协助甲方取得全部必要的政府执照、许可和登记（若适用），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的资产的有效所有权转移给甲方和/或被指定人并促使甲方和/或被指定人成为被购买的资产的登记在册所有人（若适用）。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议项下产生的任何担保权益。

The Shareholders and Party C shall execute all other necessary contracts, agreements or documents, obtain or assist Party A to obtain all necessary government licenses, permits and registrations (if applicable) and take all necessary actions to transfer valid ownership of the Optioned Assets to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Assets (if applicable). For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest arising from this Agreement.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和丙方在此分别并连带地承诺：

The Shareholders and Party C hereby jointly and severally covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；

Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party

C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

- 2.1.2 按照良好的财务和商业标准及惯例，保持丙方的存续，审慎地及有效地经营丙方业务和处理其事务，并且促使丙方履行其在独家业务合作协议项下的义务；本款及本协议所规定的“独家业务合作协议”指甲方及丙方于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向丙方提供相关的业务支持、技术服务和咨询服务；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement; "Exclusive Business Cooperation Agreement" in this Section and this Agreement refers to the exclusive business cooperation agreement executed by Party A and Party C on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to Party C;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenue of Party C, or allow the encumbrance thereon of any security interest, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.4 未经甲方的事先书面同意，丙方不发生、继承、保证或允许存在任何债务，但(i)在日常经营活动中而不是通过贷款产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；

Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 2.1.5 一直在日常经营活动中运营丙方的所有资产，以保持丙方的资产价值，不进行可能影响其资产价值的任何作为/不作为；

They shall always operate all of Party C's assets during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's asset value;

- 2.1.6 应甲方的要求，向其提供所有关于丙方的资产状况和价值的资料；

They shall provide Party A with information on the status and value of Party C's assets at Party A's request;

- 2.1.7 未经甲方的事先书面同意，不得促使丙方签署任何重大合同(就本段而言，如果一份合同的价值超过人民币 10 万元，即被视为重大合同)，但在日常经营活动中签署的合同除外；

Without the prior written consent of Party A, they shall not cause Party C to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts in the ordinary course of business;

- 2.1.8 未经甲方的事先书面同意，不得促使丙方向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit or guarantee in any form, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.9 如甲方提出要求，应从甲方接受的保险公司处购买和持有有关丙方资产的保险，该保险的金额和险种应与经营丙方类似业务的公司一致；

If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by Party C;

- 2.1.10 未经甲方的事先书面同意，不得促使或允许丙方与任何人合并或联合，或对任何人进行收购或投资，或促使或允许丙方出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外)；

Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person, and/or cause or permit Party C to sell assets with a value higher than RMB 100,000(other than financial service transactions conducted by the OPCO in its ordinary course of business);

- 2.1.11 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对丙方的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施；

They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue and any circumstances that may adversely affect Party C's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;

- 2.1.12 为保持丙方对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defences against all claims;

- 2.1.13 未经甲方事先书面同意，应确保丙方不得以任何形式派发股息予其股东，

但一经甲方书面要求，丙方应立即将所有可分配利润分配给其股东；
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;

- 2.1.14 应甲方的要求，应委任由其指定的任何人士担任丙方的董事以及/或者罢免在任的丙方的董事；及

At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C or replace any existing director(s) of Party C; and

- 2.1.15 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方行使资产购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfil any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Assets Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfil its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺

Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 股东应促使丙方股东会或董事会表决批准本协议规定的被购买的资产的转让并采取甲方可能要求的任何及所有其他行动。

The Shareholders shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Assets as set forth in this Agreement and to take any and all other actions that may be requested by Party A.

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favour of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides.

- 2.2.3 股东应严格遵守本协议及其与丙方和甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。

The Shareholders shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among the Shareholders, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof.

- 2.2.4 股东应促使直接股东或丙方董事会否决任何在未经甲方事先书面同意的情形下，进行根据本协议应事先取得甲方事先书面同意的事项的决议。

The Shareholders shall cause the Direct Shareholders or the board of directors of Party C to vote against any resolution intending to proceed with any matter requiring Party A's prior written consent according to this Agreement without such written consent being obtained from Party A.

3. 陈述和保证

Representations and Warranties

股东和丙方特此在本协议签署之日和被购买的资产的每一个转让日向甲方共同及分别陈述和保证如下：

Shareholders and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Assets, that:

- 3.1 其具有授权签署和交付本协议和其为一方的、被购买的资产的任何资产转让协议(各称为“转让协议”)，并履行其在本协议和任何转让协议项下的义务。丙方同意在甲方行使资产购买权时，签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务，并对其可强制执行；
They have the authority to execute and deliver this Agreement and any asset transfer agreement with respect to the Optioned Assets to which they are a party (each, a "Transfer Agreement"), and to perform their obligations under this Agreement and any Transfer Agreement. Party C agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Assets Purchase Option. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- 3.2 无论是本协议或任何转让协议的签署和交付，还是本协议或任何转让协议项下的义务，均不得：(i)导致对中国的任何适用法律的任何违反；(ii)与丙方章程、规章或其他组织文件相抵触；(iii)导致对其是一方或对其有约束力的任何合同或文书的违反，或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约；(iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反；或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件；

The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the

violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.3 丙方对其所有资产拥有良好和可出售的所有权，并且除本协议外，在上述资产上没有设置任何担保权益；

Party C has a good and merchantable title to all of its assets, and except for this Agreement, Party C has not placed any security interest on the aforementioned assets;

- 3.4 丙方没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；

Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 3.5 丙方遵守适用的中国所有法律和法规；及

Party C has complied with all laws and regulations of China; and

- 3.6 没有悬而未决的或可能发生的与在丙方的资产或丙方有关的诉讼、仲裁或行政程序。

There are no pending or threatened litigation, arbitration or administrative proceedings relating to the assets of Party C or Party C.

- 3.7 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的 (i) 任意继承人或 (ii) 根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人 (“指定受让人”) 将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批 (如适用)。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期 Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期

满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任

Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外，如果一方(“违约方”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“受损害方”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“补救期”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因违约方行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("Breaching Party") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("Aggrieved Party") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("Cure Period"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfil its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务，运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.
- 5.3 除法律明确规定外，股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits

brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定各方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国重庆）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Chongqing, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. 税款和费用
Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. 通知
Notices

8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

8.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

8.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 重庆重金所企业管理有限公司

Company: Chongqing Chongjinsuo Enterprise Management Co., Ltd.

地址： 重庆市渝中区五一路 99 号一单元 30-6#

Address: 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing

收件人： 法定代表人

Attn: Legal Representative

公司： 平安集信（上海）投资管理有限公司

Company: Ping An Ji Xin (Shanghai) Investment Management Co., Ltd.

地址： 中国（上海）自由贸易试验区浦东南路 2250 号 2 幢一层 D147 室

Address: Room D147, Floor One, Building Two, No. 2250, South Pudong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai

收件人： 法定代表人

Attn: Legal Representative

公司： 重庆金融资产交易所有限责任公司

Company: Chongqing Financial Asset Exchange Co. Ltd.

地址： 重庆市渝中区五一路 99 号一单元 38 层、39 层

Address: Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing

收件人： 法定代表人

Attn: Legal Representative

公司： 上海雄国企业管理有限公司

Company: Shanghai Xionguo Corporation Management Co., Ltd.

地址: 中国(上海)自由贸易试验区陆家嘴环路1333号4层0401室
Address: Room 0401, Floor 4, No.1333 Lu Jiaozui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区八卦岭八卦三路平安大厦四楼
Address: Fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路2277号1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 新疆乌鲁木齐市经济技术开发区厦门路21号四楼46号
Address: No. 46, Floor 4, No.21 Xiamen Road, Economic and technological
Development District, Urumchi, Xinjiang
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: Linzhi Jinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼301室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路288号3号楼1603室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街3号中国电子大厦B座10层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road,
Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路5047号深圳发展银行大厦15楼党群工作部

Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟

Name: Dou Wenwei

地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C

Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 8.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. 保密责任
Confidentiality

各方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到其他各方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露, 该一方应对违反本协议承担法律责任。无论本协议以任何理由终止, 本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. 进一步保证
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件, 以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this

Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. 其他

Miscellaneous

11.1 修订、更改与补充

Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited (“SEHK”) or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 完整合同

Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分，并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 标题

Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 语言

Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由直接股东持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Direct Shareholder having the others; each counterpart has equal legal validity.

11.5 可分割性 Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 继任者 Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。

The provisions of Sections 6,8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 转让

Assignment

未经甲方的事先书面同意,运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意,甲方可以通过向丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务,而无需经过任何股东或运营实体的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party C but without the consent of any Shareholder or the OPCO.

11.9 弃权

Waivers

任何一方均可以对本协议的条款和条件作出弃权,但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

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附录
Appendix
资产转让协议样式
Form of Asset Transfer Agreement

资产转让协议
Asset Transfer Agreement

本协议由下述当事人于____年____月____日签署：
THIS AGREEMENT is made on the day of(DD)(MM), (YY)BETWEEN:

甲方(转让方): 重庆金融资产交易所有限责任公司
Party A (Transferor): Chongqing Financial Asset Exchange Co., Ltd.

乙方(受让方): 重庆重金所企业管理有限公司
Party B (Transferee): Chongqing Chongjinsuo Enterprise Management Co., Ltd.

甲方为一家在中国境内合法成立并有效存续的公司，其资产包括但不限于：硬件设备、办公用具及用品、软件著作权、商标、专利、技术诀窍（KNOW-HOW）、域名、人力资源、合同、软件、用户数据库、各类资质、现金及股权和债务利益；

Party A is a company duly organized and existing in the PRC, whose assets include but not limited to hardware equipment, office utilities, software copyright, trademarks, patents, know-how, domains, human resources, contracts, software, client data base, various qualifications, cash and equity or debt interests;

本协议称之“资产”，是指甲方于本协议签署时所拥有的中国法律所允许转让的上述全部或部分资产，资产清单见附件；

"Assets " hereunder refers to all or part of the aforesaid assets owned by Party A and transferrable under PRC law as of the date hereof, the list of which is attached hereto;

甲方及其登记在册的合法股东平安集信（上海）投资管理有限公司以及乙方已于____签署独家资产购买权协议，由甲方授予乙方一项购买甲方所持有的全部或部分资产的不可撤销的、专有的选择权（“购买权协议”）；

Party A, its duly registered shareholder, Ping An Ji Xin (Shanghai) Investment Management Co., Ltd. And Party B entered into an Exclusive Asset Option Agreement dated _____, whereby Party A grants to Party B an irrevocable, exclusive option to purchase all or part of the assets owned by Party A ("Option Agreement").

甲乙双方经过友好协商，就资产转让事宜，达成协议如下：

Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the Assets upon and subject to the following terms and conditions:

第1条 资产转让

Clause 1 Assets to Be Transferred

1.1 在本协议及购买权协议的条款和条件下，甲方同意将其持有的全部资产转让给乙方，乙方同意购买全部资产。

Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer all Assets it holds to Party B, and Party B agrees to purchase all Assets.

- 1.2 资产的转让总价为_____人民币。
The aggregate consideration for the transfer of the Assets shall be RMB_____.
- 1.3 甲方在此放弃、且同意促成放弃，在适用的中国法律、公司章程或其他规定下可能存在的对资产转让的任何限制。
Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of Assets under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 交割及价款支付

Clause 2 Closing and Consideration Payment

- 2.1 甲方应当于本协议签署后_____个工作日内将资产转让给乙方（“交割期”）。
Party A shall transfer the Assets to Party B within _____ business days of the date hereof ("Closing Period").
- 2.2 甲方应使得资产在交割期内完成所有必要的变更登记和政府批准，以使本协议拟定的资产转让生效（若适用）。甲方将尽最大的努力尽快办理并在尽可能短的时间内获得前述登记和批准。
Party A shall, within the Closing Period, complete all necessary registrations and governmental approvals to effect the transfer of Assets contemplated by this Agreement (if applicable). Party A shall use its best endeavours to expedite the process and obtain all such registrations and approvals within the shortest time possible.
- 2.3 甲方应当采取所有必要的措施并与乙方充分合作以保障乙方获得资产的完整的利益，并应当签署所有相关的文件，采取相关的措施（或要求其他相关的第三方签署相关文件及采取相关措施）使得乙方获得所有必要的或适当的权利和权益。
Party A shall take all necessary actions and render full cooperation with Party B to secure Party B's full entitlements to the Assets. Party A shall execute all necessary documents and take all relevant measures (or procure other relevant third party to do so) so that Party B is entitled to all necessary or appropriate rights and interests.
- 2.4 甲乙双方对于拟转让的知识产权的交割作出如下约定：
Party A and Party B agree on the closing of the intellectual property rights to be transferred as follows:
- (a) 对于根据中国法律或其它相关国家法律应具有权属证明的知识产权，甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理，并办理相关的权属变更登记手续。
As regards the intellectual property rights where title certificates are applicable under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration all the technical data, existing or stored in any media in whatever form, in connection with the intellectual property rights and deal with the required formalities to alter the title registration.

- (b)对于根据中国法律或其它相关国家法律不具有或无需办理权属证明的知识产权，甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理及实益拥有，甲乙双方应签署知识产权交割证明，该证明应列明甲方所交付的知识产权清单。前述交割完成后，即视为知识产权交割证明所列的所有知识产权的所有权利即属于乙方全部实益拥有。甲方对相关知识产权不再享有任何产权利益或权益。

As regards the intellectual property rights where title certificates are not applicable or not required under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration, and make Party B the legal and beneficiary owner of, all the technical data, existing or stored in any media in whatever form, in connection with the intellectual property rights; and Party A and Party B shall execute an intellectual property closing certificate to reflect the intellectual property rights delivered by Party A. Upon the completion of the aforesaid closing, all the rights to all the intellectual property rights listed in the closing certificate are deemed to be legally and beneficially owned by Party B and Party A shall no longer have any title interests or rights to or in such intellectual property rights.

- (c)有关甲方今后基于上述已转让知识产权开发或取得的知识产权资产，甲方在此承诺将以人民币一元或法律所允许的最低价格转让给乙方。若因法律或政策的原因而无法实现直接转让，甲方在此承诺授予乙方有关该知识产权的永久的、无须支付使用费的世界范围的独家使用权。

Party A hereby undertakes to transfer to Party B all the intellectual property rights hereafter developed or acquired based on the abovementioned transferred intellectual property rights at a transfer price of RMB 1 or the minimum price to the extent permitted by law. Where direct transfer is not viable due to legal or policy restrictions, Party A hereby undertakes to grant Party B a permanent, royalty-free, worldwide, exclusive license to use the intellectual property rights.

- 2.5 就甲方转让在交割前雇佣的，与其转让给乙方的业务相关的全部及/或主要员工，甲方应当与该类员工签署令乙方满意的协议以解除对该类员工的雇佣（“解除雇佣合同”），乙方应当与此类员工签署新的雇佣协议。前述解除雇佣的协议与新订立的雇佣协议自交割日（见下文定义）起生效。

With respect to the transfer of employees Party A wholly and /or mainly employed prior to closing in the business to be transferred to Party B, Party A shall enter into employment termination agreements with such employees to the satisfaction of Party B with effect from the Closing Date (as defined below) ("**Employment Termination Contracts**"), and Party B shall enter into employment agreements with such employees to its satisfaction with effect from the Closing Date.

- 2.6 在满足交割与第三方的同意的前提下，甲方应当在交割日向乙方转移及转让在交割日时存在的与其转让给乙方的业务相关的与第三方签署的全部合同（“转让合同”），且乙方接受此等转移及转让。甲方应于交割前尽最大努力取得为使前述转让生效所需的全部第三方同意。

Subject to the closing and subject to the applicable third party's consents, on the Closing Date, Party A shall transfer and assign to Party B all contracts with third parties existing at the Closing Date which are attributable to the business ("**Assumed Contracts**") to be transferred to Party B with effect as of the Closing Date which

transfer and assignment Party B hereby agrees to accept. Prior to closing, Party A shall use best efforts to obtain the third party's consents required to effect the aforesaid transfer.

- 2.7 甲方应当将资产随同一切相关证明文件一并交付至乙方,乙方应当对甲方交付的资产及一切相关证明文件进行验收和审查,查收无误后,乙方应当在资产的交接单上签字。乙方在交接单上签字即为资产交付至乙方,签字日期即为资产所有权交付至乙方的日期(即“交割日”)。为避免疑问,前述相关证明文件包括但不限于解除雇佣合同及转让合同。

Party A shall deliver to Party B the Assets as well as applicable certificates. Party B shall inspect the Assets and all the certificates and, if the delivery is proper, sign the Asset receipt note. The signing of the Asset receipt note by Party B constitutes the delivery of the Assets to Party B and the date thereof is the date of the transfer of the title to the Assets to Party B ("**Closing Date**"). For the avoidance of doubt, the aforesaid applicable certificates include but not limited to Employment Contracts and Assumed Contracts.

- 2.8 乙方支付的资产价款,应在交割日后两个月内,以人民币现汇至甲方指定账户。Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the Closing Date.

第3条 陈述及保证

Clause 3 Representations and Warranties

3.1 甲方的陈述及保证:

Party A represents and warrants that:

- (a) 甲方是按照中国法律合法注册并有效存续的一家公司。

It is a company duly registered and validly existing under PRC laws.

- (b) 甲方在其公司权力和营业范围之内签署并履行本协议,已经过必要的公司授权,并已取得第三方和政府部门的同意及批准,不违反对其具有约束力或有影响的法律或合同限制。

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c) 本协议一经签署即构成对甲方合法、有效、有约束力、执行力的法律文件。

This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

- (d) 甲方有权力或具有公司之授权作出本协议项下资产之转让,其对资产拥有完整的所有权,且除履行购买权合同外,资产并不存在租赁、留置、抵押、担保或其他负担。并且目前不存在任何可能对乙方根据本协议接受资产并对资产享有所有权造成失效或不利影响的情况或事件,包括但不限于涉及任何诉讼、仲裁、被行政或司法当局扣押、查封或扣留等。

It has the power or corporate authority to make the Assets transfer hereunder, and fully owns the Assets. Subject to performance of the Option Agreement, the Assets

are free from lease, lien, mortgage, guarantee or any other encumbrances. No circumstances or events including but not limited to involvement of any lawsuit, arbitration, or administrative or judicial detention, seizure or custody exist, which may render invalid or have adverse effects on the acceptance of the Assets by Party B hereunder and Party B's enjoyment of the ownership to the Assets.

- (e) 甲方对与资产有关的知识产权拥有全部、充分和完整的权利，该等知识产权上未有任何留置权、抵押权、质押权或其它任何第三方权利的影响和制约。

It has all, full and sufficient rights to the intellectual property rights in connection with the Assets and such intellectual property rights are free from and not subject to any and all liens, mortgage, pledge or any other third party rights.

- (f) 甲方保证本协议的签署不违反法律规定并在其权利能力和行为能力之内，甲方签署本协议不会违反甲方与任何第三方签署的协定、合同、备忘录、意向书等，甲方签署本协议的行为也不会给甲方带来任何不利于甲方的后果。

It does not violate any law by, and is authorized and capable of, signing this Agreement. The execution of this Agreement is not in violation of any agreement, contract, memorandum, letter of intention entered into by it and any third party and will not have any adverse effects on it.

- (g) 在交割日前，资产没有：

Prior to the Closing Date, the Assets are free from:

- a) 发生任何重大不利变化；或
any and all material adverse changes; or

- b) 发生任何重大实际或或然债务、义务或责任。
any material actual or contingent debts, obligations or liabilities.

- (h) 从签署日起，非经乙方许可，甲方不直接或间接从事或者协助、鼓动他人从事与乙方进行直接或间接竞争的行为，不得向与乙方构成竞争的企业、公司、机构和/或个人提供顾问、咨询等，也不得直接或间接参与其经营、管理和/或技术活动，不得持有或者买卖与乙方构成竞争的企业、公司、机构和/或个人的任何形式的权益，并保守乙方和本次资产转让交易过程中的商业秘密。

Party A warrants that from the date hereof, without Party B's permission, it shall not, directly or indirectly, engage in, assist or encourage any other person to compete, directly or indirectly, with Party B; advise on, provide consulting services to, or directly or indirectly engage in the operation, management and/or technical activities of any business, company, institution and/or individual in competition with Party B; hold or purchase and sell interests, in any manner, of any business, company, institution and/or individual in competition with Party B; and keep confidential the trade secrets of Party B or in the Assets transfer.

3.2 乙方的陈述和保证如下：

Party B represents and warrants that:

- (a) 乙方为按照中国法律合法注册并有效存续的一家公司；

It is a company duly registered and validly existing under PRC laws;

- (b)乙方应在其公司权力和营业范围之内履行本协议；已经过必要的公司授权，并已取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c)本协议一经签署即应构成对乙方合法、有效、有约束力、执行力的法律文件。

This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 管辖法律和争议的解决

Clause 6 Governing Law and Disputes Resolution

- 6.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变，应适用以下约定：

(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，尽最大努力使得本协议继续按照原有条款执行。各方应利用所有合法的途径取得对遵守该变更或规定的豁免。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits

brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定, 仲裁庭可以就乙方的股份或土地资产裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后, 任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定, 作为财产保全或执行措施, 经争议一方请求, 具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下, 向争议一方提供临时性救济措施。受限于中国法律的规定, (i) 香港, (ii) 开曼群岛, (iii) 甲方的注册成立地(即中国重庆); 及 (iv) 最终控股股东或甲方主要资产所在地的法院, 对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party A (i.e. Chongqing, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party A's principal assets are located shall have jurisdiction for the aforesaid purpose.

第7条 手续费及其他费用

Clause 7 Formality and Other Costs

一切与本协议有关的费用及实际开支, 其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第8条 协议的转让

Clause 8 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方, 除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方, 但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第9条 协议的分割性
Clause 9 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行, 则该条款仅在有关法律管辖范围之内无效或无强制力, 并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第10条 协议的修改补充
Clause 10 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分, 具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第11条 通知
Clause 11 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第12条 其它
Clause 12 Miscellaneous

12.1 本协议以中文书就, 英文翻译仅供参考。中文版本和英文版本如有不一致, 应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

12.2 本协议一式____份, 双方各持1份, 具有同等的法律效力。

This Agreement shall be executed in ____ counterparts, with each Party having one original with equal legal validity.

12.3 本协议自双方签字之日起生效。

This Agreement shall take effect upon the signing by the Parties.

[以下无正文]

[The space below is intentionally left blank.]

huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

附件资产清单
Attachment List of Assets

huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

重庆重金所企业管理有限公司
Chongqing Chongjinsuo Corporation Management Co., Ltd.

签署:

By:

姓名: 黄文雄

Name: Huang Wenxiong

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

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重庆金融资产交易所有限责任公司
Chongqing Financial Assets Exchange Co., Ltd.

签署: 
By: _____
姓名: 李仁杰
Name: Li Renjie
职务: 法定代表人
Title: Legal Representative

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平安集信（上海）投资管理有限公司
Pingan Jixin (Shanghai) Investment Management Co., Ltd.

签署：

By:

姓名：黄文雄

Name: Huang Wenxiong

职务：法定代表人

Title: Legal Representative

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上海雄国企业管理有限公司
Shanghai Xiongguo Corporation Management Co., Ltd.

签署：

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

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深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署：

By:

姓名：周廷源

Name: Zhou Tingyuan

职务：法定代表人

Title: Legal Representative

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上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署：

By:

姓名：石京魁

Name: Shi Jingkui

职务：法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

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新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

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林芝金生投资管理合伙企业（有限合伙）

Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

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杨学连

Yang Xuelian

签署：

By:

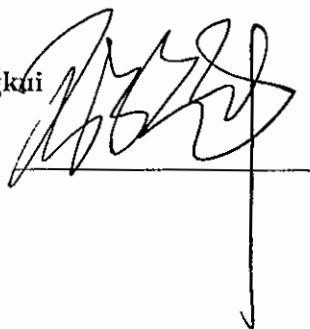


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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be 'Shi Jingkui', is written over a horizontal line. A vertical line extends downwards from the end of the signature.

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

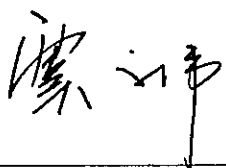
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窦文伟
Dou Wenwei

签署:

By:



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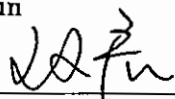
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:



SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

股权表决权委托协议
Voting Proxy Agreement

本股权表决权委托协议(下称“本协议”)于 2018 年 11 月 9 日由下列各方在中华人民共和国(“中国”)上海签署:

This **Voting Proxy Agreement** (this "**Agreement**") is executed by and among the following Parties as of November 9, 2018 in Shanghai, the People's Republic of China ("**PRC**"):

平安集信(上海)投资管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区浦东南路 2250 号 2 幢一层 D147 室(“委托人”)。

Ping An Ji Xin (Shanghai) Investment Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room D147, Floor One, Building Two, No.2250, South Pudong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Principal**").

重庆重金所企业管理有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为重庆市渝中区五一路 99 号一单元 30-6#(“重金所企管”)。重庆重金所企业管理有限公司的股权由陆金所控股有限公司(“最终控股股东”), 一家在开曼群岛获豁免的有限责任公司间接持有 100%。

Chongqing Chongjinsuo Enterprise Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing ("**Chongjinsuo Enterprise Management**"). The equity interests of Lufax (Shenzhen) Technology Service Co., Ltd is indirectly held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

重庆金融资产交易所有限责任公司, 一家依照中国法律设立和存续的有限责任公司, 地址为重庆市渝中区五一路 99 号一单元 38 层、39 层(“运营实体”)。

Chongqing Financial Asset Exchange Co. Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing (the "**OPCO**").

上海雄国企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室(“上海雄国”)。

Shanghai Xiongguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Shanghai Xiongguo**").

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区八卦岭八卦三路平安大厦四楼(“平安金科”)。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at the fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen ("**Pingan Jinke**").

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路 2277 号 1002N(“上海兰帮”)。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang("Xinjiang Tongjun").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”）。

Linzhi Jinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("Linzhi Jinsheng").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“个人股东”，上海雄国、平安金科、上海兰帮、新疆同君、林芝金生及个人股东以下合称“间接股东”；间接股东与委托人以下合称“股东”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; Shanghai Xiongguo, Pingan Jinke, Shanghai Lanbang, Xinjiang Tongjun, Linzhi Jinsheng, and the Individual Shareholders, collectively as the "**Indirect Shareholders**"; and the Indirect Shareholders and the Principals, together as the "**Shareholders**".)

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

1. 委托人是运营实体登记在册的合法股东，享有运营实体 100% 的股权（“股权”）；
The Principal is the registered shareholder of the OPCO and holds 100 % of the equity interests in the OPCO (the "**Shares**");
2. 运营实体与重金所企管于 2018 年 11 月 9 日签署了独家业务合作协议（“服务协议”）；
The OPCO and Chongjinsuo Enterprise Management entered into the Exclusive Business Cooperation Agreement on November 9, 2018 (the "**Service Agreement**");
3. 股东签署本协议，同意及确认委托人授权（i）重金所企管；（ii）由重金所企管授权的董事及其继任人；及（iii）任何取代重金所企管董事的清算人（前述

(i), (ii) 和(iii)所述的实体和人士, 以下合称“受托人”) 代表委托人行使作为运营实体股东的所有权利。

The Shareholders entered into this Agreement to agree and confirm that the Principals shall grant (i) Chongjinsuo Enterprise Management; (ii) the directors authorised by Chongjinsuo Enterprise Management and their successors; and (iii) any liquidator replacing the directors of Chongjinsuo Enterprise Management (the entities and individuals referred to under aforesaid (i), (ii) and (iii), collectively, the "Proxy") the power to exercise all rights of the OPCO's shareholders on behalf of the Principals; and

4. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函(“《个人股东承诺函》”)。

The Individual Shareholders each executed an individual shareholder's undertaking (the "Individual Shareholder Undertaking") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement.

现各方协商一致, 达成如下协议:

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 股东投票权及其它股东权利

Voting Rights and Other Shareholder Rights

- 1.1 根据本协议的条件及条款, 委托人将授权受托人代表其行使作为运营实体的股东依据中国法律和运营实体的章程所享有的所有权利, 包括但不限于以下各项:

According to the conditions and terms hereunder, the Principals shall authorize the Proxy to exercise on behalf of the Principals all of its rights as a shareholder of the OPCO in accordance with the laws of China and the OPCO's articles of association, including but not limited to the following:

- (1) 提议、召集、参加运营实体的股东会会议;
propose, convene and attend the shareholders' meetings of OPCO;
- (2) 行使股东表决权, 包括但不限于出售、转让、质押或处置股权的一部分或全部及参加运营实体分红或任何其他形式的分配;
Exercise shareholders' voting rights, including but not limited to any sale, transfer, pledge or disposal of the Shares in part or in whole, and participate in dividend distributions or any other type of distributions of the OPCO;
- (3) 指定和任命运营实体的法定代表人(董事长)、董事、监事、首席执行官(或经理)以及其他高级管理人员;
designate and appoint the legal representative (chairperson), the director, supervisor, the chief executive officer (or general manager) and other senior management members of the OPCO;
- (4) 签署会议记录及向相关公司注册机关提交文件; 及

sign minutes and file documents with the relevant companies registry;
and

- (5) 在运营实体破产时，代表委托人行使表决权。
exercise voting rights on the winding up of the OPCO on behalf of the Principals.

- 1.2 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，间接股东及委托人承诺及同意如下：

For Proxy's effective implementation and exercise of each power and right granted under Article 1.1 above, the Indirect Shareholders and the Principals hereby undertake and agree as follows:

- 1.2.1 若任何法律、法规或任何政府机关要求委托人就某一项具体的受托事项出具或签署特别的授权委托书、政府审批申请文件或类似文件或要求办理相关手续（如授权委托书的公证等），则其应立即按照该等要求出具和/或配合签署相关文件；及

If any law, regulation, or government body requires Principals to issue or execute special power of attorney, governmental application documents, or similar documents or requires Principals to carry out related procedures (such as notarization of power of attorney) with respect to a specific matter under entrustment, the Principals shall immediately issue and/or cooperate to execute related documents per such requirements; and

- 1.2.2 委托人应及时采取所有必要的行动促使并确保受托人在运营实体的董事会或股东会所作出的所有决议得到执行。委托人不得以其运营实体股东身份，拖延或拒绝任何前述决议在运营实体层面通过和/或得到执行。

The Principals shall promptly take all necessary actions to procure and ensure the due implementation of all the resolutions made by the Proxy in a board of directors' meeting or shareholders' meeting of the OPCO. The Principals shall not, in the capacity of the OPCO's shareholder, delay or refuse the passing and/or implementation of any said resolution of the OPCO.

- 1.3 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，运营实体承诺及同意如下：

For the effective exercise of the powers and rights granted to the Proxy under Article 1.1, the OPCO hereby undertakes and agrees as follows:

- 1.3.1. 在不违反相关法律、法规的前提下，执行受托人在运营实体的董事会或股东会所作出的所有决议，包括但不限于立即按照受托人的要求出具相关文件和/或配合签署相关文件；

Subject to applicable laws and regulations, the OPCO shall implement all the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO, including but not limited to the immediate provision and/ or the execution of relevant documents as required by the Proxy;

- 1.3.2. 运营实体应配合受托人了解其运营详情。运营实体应当向受托人提供任何公司账簿、账目、记录和其他文件。受托人有权摘录或复印此等账簿、账目、记录和其他文件；及
The OPCO shall assist the Proxy with understanding the details of its operation. The OPCO shall provide the Proxy with any corporate books, accounts, records and other documents. The Proxy is entitled to make extracts or photocopies of such books, accounts, records and other documents; and
- 1.3.1 提供一切必要的其他协助，包括但不限于在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已作出的运营实体的股东会决议或其他相关的法律文件。
The OPCO shall provide all other necessary assistance, including but not limited to promptly signing the shareholders' resolution of the OPCO made by Proxy and other relevant legal documents when necessary (such as to meet the government authorities' request on documents required for approval, registration and filing).

- 1.4 在不限本协议项下授予的权力和权利的一般性的原则下，受托人应拥有本协议项下的权力和授权代表委托人签署独家股权购买权协议及独家资产购买权协议中约定的转让协议（委托人被要求作为该协议一方时），并行使和履行委托人作为协议一方的股权质押协议、独家股权购买权协议和独家资产购买权协议的权利和义务。为前述目的，“股权质押协议”、“独家股权购买权协议”和“独家资产购买权协议”指由委托人、运营实体、受托人和其他方（若适用）于本协议同日签署的相关协议。
Without limiting the generality of the powers and rights granted hereunder, the Proxy shall have the power and authority under this Agreement to execute the Transfer Agreements stipulated in the Exclusive Equity Interest Option Agreement and Exclusive Assets Option Agreement, to which the Principals are required to be a party thereof, on behalf of the Principals, and to exercise and perform the rights and obligations under the Share Pledge Agreement, Exclusive Equity Interest Option Agreement and Exclusive Asset Option Agreement, to which the Principals are the party. For purpose of the aforesaid, the "Share Pledge Agreement", "Exclusive Equity Interest Option Agreement" and "Exclusive Asset Option Agreement" shall respectively refer to the relevant agreement entered into among the Principals, OPCO, the Proxy, and other parties (if applicable) on the date hereof.

- 1.5 受托人行使股权权利的所有行为均应视为委托人的行为，签署的所有相关文件均应视为由委托人签署。受托人在作出上述行为时均可按照其自己的意思行事，无须事前征求委托人或任何股东的同意。股东和委托人特此承认和批准受托人的该等行为和/或文件，认可并承担前述行为或文件所产生的法律后果。

The exercise of the rights attached to the Shares by the Proxy shall be deemed as the actions of the Principals, and all the documents related thereto executed by the Proxy shall be deemed to be executed by the Principals. When acting in respect of any and all of the aforementioned matters, the Proxy may act at its own discretion and does not need to seek the prior consent of the Principals or any Shareholder. The Shareholders and the Principals hereby acknowledge and ratify those actions and/or documents by the Proxy and acknowledge and accept the legal consequences arising therefrom.

- 1.6 间接股东和委托人同意和认可，在任何情况下，受托人不应就其行使本协议项下委托权利而被要求对其他方或任何第三方承担任何责任或作出任何经济上的或其他方面的补偿。间接股东和委托人同意补偿受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受任何损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。但如系由于受托人严重疏忽或故意的不当行为而引起的损失，则该等损失不在补偿之列。

The Indirect Shareholders and the Principals agree and acknowledge that under no circumstances shall the Proxy be required to be held liable to or make economic or other compensations for any other or third parties as a result of its exercise of the rights granted hereunder. The Indirect Shareholders and the Principals agree to indemnify the Proxy and hold it harmless from any and all losses that are or may be incurred by the Proxy as a result of the exercise by it of the rights granted hereunder, including but not limited to the losses arising from any actions, recourses, arbitrations, claims or government investigations or punishments filed against it by any third parties, unless such losses are incurred as a result of the Proxy's gross negligence or willful misconduct.

- 1.7 在本协议期限内，未经受托人事先书面同意，委托人不得提前终止或撤销本协议，亦不得采取任何与受托人行使上述第 1.1 条项下授予受托人的各项权力及权利所相悖或不一致的作为或不作为。

Within the term of this Agreement, without the prior written consent of the Proxy, the Principals shall neither terminate this Agreement early or rescind this Agreement nor take any actions or inactions against or inconsistent with the exercise by the Proxy of the powers and rights granted to it under Article 1.1.

- 1.8 在本协议期限内，委托人不得采取或促使运营实体采取任何与受托人在运营实体的董事会或股东大会作出的决议相悖或不一致的行为。

Within the term of this Agreement, the Principals shall not procure the OPCO to, or take any action against or inconsistent with the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO.

- 1.9 委托人不得采取任何行动质疑、挑战、辩驳或反对服务协议及本协议的效力和执行力以及根据服务协议或本协议所进行的交易的效力和执行力。

The Principals shall not take any action to dispute, challenge, contest or work against the validity and enforceability of the Service Agreement and this Agreement and of the transactions contemplated under the Service Agreement and this Agreement.

- 1.10 若运营实体的运作或决定必须获得委托人作为股东的表决批准时，未经受托人的董事会事先书面同意，委托人不得作出任何表决批准。

If any operation or decision of the OPCO is subject to the approval by the Principals in the capacity of shareholder, without the prior written consent of the Proxy, the Principals shall not vote to approve such operation or decision.

- 1.11 未经受托人事先书面同意，委托人不得达成任何对运营实体有约束力的合同或协议、增加运营实体所承担的义务、或者从事任何违反协议的行为。

Without the prior written consent of the Proxy, the Principals shall not enter into any contract or agreement binding upon the OPCO or take any action increasing the obligation of the OPCO or in breach of this Agreement.

- 1.12 在本协议有效期期间，委托人特此放弃已在本协议委托给受托人的与股权有关的所有权力和权利，并且不得自行行使该等权力和权利。
During the term of this Agreement, the Principals hereby waives all the powers and rights associated with the Shares, which have been granted to the Proxy hereunder, and shall not exercise such powers and rights on its own.
- 1.13 在任何个人股东发生死亡、丧失行为能力或可能发生其他可能影响持有或行使其间接持有的委托人及运营实体的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由重金所企管指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Chongjinsuo Enterprise Management pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity indirect interests in the Principal and the OPCO, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.
- 1.14 在委托人或其继承人是运营实体注册股东的前提下，本协议自签署之日起不可撤销并持续地有效，除非受托人作出相反的书面指示。
So long as a Principals or its successor(s) is/are an equity holder of, or has control over, the OPCO, this Agreement shall be irrevocably and continuously valid and effective from the date of its execution, unless the Proxy otherwise advises in writing.

2. 陈述及保证 Representations and Warranties

股东和运营实体各自向受托人作出以下陈述与保证：

The Shareholders and the OPCO each represents and warrants to the Proxy that

- (a) 其具有订立本协议并履行本协议项下义务及责任所需的全部权力和能力；
it has all the powers and capacities to enter into this Agreement and perform all the obligations and duties hereunder;
- (b) 其在本协议中承担的义务及责任为合法的、有效的、具有约束力的，并可按其条款强制执行；

its performance of the obligations and duties hereunder is legal, valid, binding and enforceable pursuant to the terms thereof;

- (c) 进行和从事所有需要采取、满足或实施的行动以及所有条件和事项（包括取得任何所需的同意、批准和授权，如法律有此要求），以：
carry out and satisfy all actions, conditions and events that shall be carried out, satisfied or implemented (including obtaining all necessary consents, approvals and authorisations, if required by law) so that

- (i) 使其合法订立本协议，行使其在本协议下的权利，履行和遵守本协议下其承担的义务及责任；

it may legally enter into this Agreement, exercise its rights hereunder, and perform and comply with its obligations and duties hereunder;

- (ii) 确保本协议下由其承担的义务及责任是合法、有效和具有约束力的；及

it can ensure its obligations and duties hereunder are legal, valid and binding; and

- (iii) 使本协议在所适用的法律项下均成为可以接受的证据。

this Agreement becomes admissible evidence under the applicable laws.

- (d) 其订立本协议、行使其在本协议下的权利、履行并遵守本协议下由其承担的义务及责任并无违反或抵触下列各项或超出下列各项授予或加诸的任何权力或限制：

its entering into of this Agreement, exercise of the rights hereunder, and performance and compliance of the obligations and duties hereunder neither breach or contravene any of the following or exceed any powers or restrictions granted or imposed by any of the following:

- (i) 其应遵守的任何法律、条例、法规或规定、任何判决、命令或裁决、或任何同意、批准或授权；或

any laws, ordinances, regulations, or rules, any judgments, orders or arbitrations, or any consents, approvals or authorisations that it shall comply with; or

- (ii) 其章程或任何其它适用文件或组织性文件的任何条款；或

its articles of association or any provision of any other applicable document or constitutional document; or

- (iii) 其为一方或其任何资产受其约束的任何协议或文件的条款。

any provision in any agreement or document to which it is a party or by which any of its assets is bound.

- (e) 已取得就订立及履行本协议以及使本协议合法有效而需的任何政府或其它机构（如法律有此要求）或其任何受托人的所有批准及授权，并完全有效。

it has obtained all the approvals and authorisations from any government or other organisations (if so required by law) or any of its proxies that are necessary for the entering into and execution and the validity of this Agreement, and all the approvals and authorisations are fully effective.

3. 可分割性
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

4. 授权期限
Term of Authorization

本协议项下授予受托人的权力及权利的期限与受托人和运营实体签署的服务协议的期限相等。

The term of authorization of the powers and rights to the Proxy hereunder shall be the same as that of the Service Agreement executed between the Proxy and the OPCO.

5. 通知
Notices

5.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(i) 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

(ii) 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

5.2 为通知的目的, 各方地址如下:

For the purpose of notices, the addresses of the Parties are as follows:

公司: 平安集信(上海)投资管理有限公司
Company: **Ping An Ji Xin (Shanghai) Investment Management Co., Ltd.**
地址: 中国(上海)自由贸易试验区浦东南路 2250 号 2 幢一层 D147 室
Address: Room D147, Floor 1, Building 2, No. 2250, South Pudong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 重庆重金所企业管理有限公司
Company: **Chongqing Chongjinsuo Enterprise Management Co., Ltd.**
地址: 重庆市渝中区五一路 99 号一单元 30-6#
Address: 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing
收件人: 法定代表人
Attn: Legal Representative

公司: 重庆金融资产交易所有限责任公司
Company: **Chongqing Financial Asset Exchange Co. Ltd.**
地址: 重庆市渝中区五一路 99 号一单元 38 层、39 层
Address: Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing
收件人: 法定代表人
Attn: Legal Representative

公司: 上海雄国企业管理有限公司
Company: **Shanghai Xionguo Corporation Management Co., Ltd.**
地址: 中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: **Shenzhen Pingan Financial Technology Consultation Company**
地址: 深圳市福田区八卦岭八卦三路平安大厦四楼
Address: Fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: **Shanghai Lanbang Investment Company**
地址: 上海市浦东新区龙阳路 2277 号 1002N

Address: 1002N, No. 2277 Lonyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: **Xinjiang Tongjun Equity Investment Limited Partnership**
地址: 新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号
Address: No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: **LinzhiJinsheng Investment Management Limited Partnership**
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: **Yang Xuelian**
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: **Shi Jingkui**
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: **Wang Wenjun**
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: **Dou Wenwei**
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

5.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

6. 保密责任
Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

7. 管辖法律、争议解决和法律变更
Governing Law, Resolution of Disputes and Change in Laws

7.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

7.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration

Commission ("CIETAC") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定，仲裁庭可以就委托人的股权权益或物业权益裁定赔偿、裁定强制救济（就包括但不限于为进行业务或强制转让资产需要）或裁定委托人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲

裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 运营实体的注册成立地（即中国重庆）；及(iv) 最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Principals, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Principals. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Chongqing, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

8. 转让
Assignment

- 8.1 未经受托人的事先书面同意，股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Proxy's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

- 8.2 重金所企管有权自行决定向其董事、管理人员或其他职员转授权或转让其被委托人授权的权利而不必事先通知委托人或得到委托人的同意。

Chongjinsuo Enterprise Management is entitled to re-authorize or assign rights to its directors, managers or other employees authorized by the Principals at their own discretion and without giving prior notice to the Principals or obtaining the Principals' consent.

9. 修订、更改与补充
Amendment, Change and Supplement

- 9.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

- 9.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

10. 继续有效
Survival

- 10.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 10.2 第 5、7 条和本第 10 条的规定在本协议终止后应继续有效。

The provisions of Sections 5, 7 and this Section 10 shall survive the termination of this Agreement.

11. 其他

Miscellaneous

- 11.1 本协议以中文书就, 英文翻译仅供参考。中文版本和英文版本如有不一致, 应以中文版本为准。本协议正本一式十五(15)份, 各方各持一(1)份, 其余由委托人持有, 每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Principal having the others; each counterpart has equal legal validity.

- 11.2 本协议对各方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of all Parties.

- 11.3 除了在本协议签署后所作出的书面修订、补充或更改以外, 本协议应构成本协议各方就本协议标的物所达成的完整协议, 并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

重庆重金所企业管理有限公司
Chongqing Chongjinso Corporation Management Co., Ltd.

签署：
By: 
姓名：黄文雄
Name: Huang Wenxiong
职务：法定代表人
Title: Legal Representative

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

重庆金融资产交易所有限责任公司
Chongqing Financial Assets Exchange Co., Ltd.

签署：

By:

姓名：李仁杰

Name: Li Renjie

职务：法定代表人

Title: Legal Representative

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平安集信（上海）投资管理有限公司
Pingan Jixin (Shanghai) Investment Management Co., Ltd.

签署：

By:

姓名：黄文雄

Name: Huang Wenxiong

职务：法定代表人

Title: Legal Representative

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海雄国企业管理有限公司
Shanghai Xionguo Corporation Management Co., Ltd.

签署：

By:

姓名：GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务：法定代表人

Title: Legal Representative

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深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署：

By:

姓名：周廷源

Name: Zhou Tingyuan

职务：法定代表人

Title: Legal Representative

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 石京魁

Name: Shi Jingkui

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）

Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

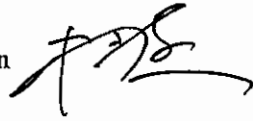
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杨学连
Yang Xuelian

签署：

By: _____



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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

石京魁
Shi Jingkui
签署:
By:

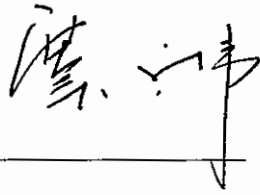
A handwritten signature in black ink, appearing to be 'Shi Jingkui', is written over a horizontal line. A vertical line extends downwards from the end of the signature.

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

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窦文伟
Dou Wenwei
签署：
By: _____



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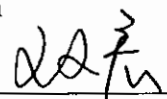
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:



SIGNATURE PAGE TO VOTING PROXY AGREEMENT

股权质押协议
Share Pledge Agreement

本股权质押协议 (下称“本协议”)由下列各方于 2018 年 11 月 9 日在上海签署:

This **Share Pledge Agreement** (this "**Agreement**") has been executed by and among the following Parties on November 9, 2018 in Shanghai:

重庆重金所企业管理有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为重庆市渝中区五一路 99 号一单元 30-6# (“质权人”)。质权人的股权由陆金所控股有限公司 (“最终控股股东”), 一家在开曼群岛获豁免的有限责任公司间接持有 100%。

Chongqing Chongjinsuo Enterprise Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing ("**Pledgee**"). The equity interests of Lufax (Shenzhen) Technology Service Co., Ltd is indirectly held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

平安集信 (上海) 投资管理有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为中国 (上海) 自由贸易试验区浦东南路 2250 号 2 幢一层 D147 室 (“出质人”)。

Ping An Ji Xin (Shanghai) Investment Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room D147, Floor One, Building Two, No.2250, South Pudong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Pledgor**").

重庆金融资产交易所有限责任公司, 一家依照中国法律成立和存续的股份有限公司, 地址为重庆市渝中区五一路 99 号一单元 38 层、39 层 (“公司”)。

Chongqing Financial Asset Exchange Co. Ltd., a limited company organized and existing under the laws of PRC, with its address at Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing ("**Company**").

上海雄国企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国 (上海) 自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室 (“上海雄国”)。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Shanghai Xionguo**").

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区八卦岭八卦三路平安大厦四楼 (“平安金科”)。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at the fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen ("**Pingan Jinke**").

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路 2277 号 1002N (“上海兰帮”)。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业, 一家依照中国法律成立和存续的有限合伙企业, 地址

为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang("Xinjiang Tongjun").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("LinzhiJinsheng").

杨学连，一名中国公民，身份证号为 410711196008101035。。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035。。

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君及窦文伟以下合称“个人股东”，上海雄国、平安金科、上海兰帮、新疆同君、林芝金生及个人股东以下合称“间接股东”；间接股东与出质人以下合称“股东”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; PinganJinke, Shanghai Xionguo, Shanghai Lanbang, Xinjiang Tongjun, Linzhi Jinsheng, and the Individual Shareholders, collectively as the "**Indirect Shareholders**"; and the Indirect Shareholders and the Pledgors, together as the "**Shareholders**".)

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas,

1. 出质人为依照中国法律成立并有效存续的有限责任公司，合计拥有公司 100% 的股权。公司是一家在中国重庆注册并有效存续的有限责任公司。公司承认出质人和质权人在本协议项下各自的权利和义务并同意提供任何必要的协助登记该质权；

Pledgors are limited liability companies organized and validly existing under the laws of PRC, and collectively hold 100% of the equity interest in the Company. The Company is a limited liability company registered and validly existing in Chongqing, China. The Company acknowledges the respective rights and obligations of Pledgors

and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge;

2. 质权人是一家在重庆设立注册并有效存续的有限责任公司。
Pledgee is a limited liability enterprise registered and validly existing in Chongqing, China.
3. 出质人已签署或将签署下列协议：
Pledgors have executed or will execute the following agreements:
 - a) 于 2018 年 11 月 9 日签署的独家股权购买权协议；
the Exclusive Equity Interest Option Agreement executed on November 9, 2018;
 - b) 于 2018 年 11 月 9 日签署的独家资产购买权协议；
the Exclusive Asset Option Agreement executed on November 9, 2018.
 - c) 于 2018 年 11 月 9 日签署的股权表决权委托协议；
the Voting Proxy Agreement executed on November 9, 2018.
 - d) 借款合同及反担保合同等（如涉及）。
Loan agreements and Counter-Guarantee Agreements (if applicable).
4. 公司已签署下列协议：
Company has executed the following agreements:
 - a) 于 2018 年 11 月 9 日签署的独家业务合作协议；
the Exclusive Business Cooperation Agreement executed on November 9, 2018;
 - b) 于 2018 年 11 月 9 日签署的独家股权购买权协议；
the Exclusive Equity Interest Option Agreement executed on November 9, 2018;
 - c) 于 2018 年 11 月 9 日签署的独家资产购买权协议；及
the Exclusive Asset Option Agreement executed on November 9, 2018; and
 - d) 于 2018 年 11 月 9 日签署的股权表决权委托协议。
the Voting Proxy Agreement executed on November 9, 2018.
5. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）；并且
The Individual Shareholders each executed an individual shareholder's undertaking (the "Individual Shareholder Undertaking") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and
6. 间接股东及出质人同意以出质人在公司中拥有的所有股权作为质押担保，以保证：
The indirect Shareholders and Pledgor hereby agree to pledge all of the equity interest the Pledgor holds in the Company as security:
 - (1) 出质人履行其于上述第 3 条项下的任何及全部义务；
 - (2) for the fulfillment of any and all obligations of Pledgor under paragraph 3 above;

- (3) 公司履行其于上述第 4 条项下的任何及全部义务；及
for the fulfillment of any and all obligations of Company under paragraph 4 above; and
- (4) 个人股东履行其于上述第 5 条项下《个人股东承诺函》内的任何及全部义务。
for the fulfillment of any and all obligations of Individual Shareholders under paragraph 5 above.

股东（包括出质人）以及公司各称和合称为“义务人”并且其在本条所述项下的所有义务，以及质权人因出质人和/或公司的任何违约事件(如下文定义)而遭受的全部直接、间接、衍生损失和可预计利益的丧失（该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测；及质权人为强制出质人和/或公司执行其合同义务而发生的所有费用）合称为“担保债务”。上述第 3 条和第 4 条各协议各称和合称为“合作系列协议”。

Shareholders (including the Pledgor) and the Company are individually referred to as an "Obligor" and together the "Obligors", and their obligations mentioned under this Section are collectively referred to as the "Secured Obligations", including all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default. (The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of the Pledgee, all expenses occurred in connection with enforcement by the Pledgee of the Pledgor's and/or Company's Contract Obligations and etc. The agreements mentioned under Section 3 and Section 4 above are individually referred to as a "Cooperation Agreement" and together the "Cooperation Agreements".

1. 定义 Definitions

除非本协议另有规定，下列词语应具有如下含义：

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 “质权”应指出质人根据本协议第 2 条授予质权人的担保权益，即质权人以股权的转换、拍卖或出售价款优先受偿的权利。
"Pledge" shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be compensated on a preferential basis with the conversion, auction or sales price of the Equity Interest.
- 1.2 “股权”应指出质人在公司中合法现在持有和今后取得的所有股权。
"Equity Interest" shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgors in the Company.
- 1.3 “质押期限”应指本协议第 3 条规定的期限。
"Term of Pledge" shall refer to the term set forth in Section 3 of this Agreement.
- 1.4 “借款合同”应指(1)任何银行根据质权人或质权人指定方的指示、担保或其他安排，与出质人签署的；或(2)质权人或质权人指定方与出质人签署的任何借款合同、委托贷款合同或其他资金安排。
"Loan Agreements" shall refer to any borrowing agreements, entrustment loan agreements or other fund arrangements (1) between any bank and Pledgor pursuant to

instructions, guarantees or other arrangements provided by Pledgee or its designee(s); or (2) between Pledgee or its designee(s) and Pledgor.

- 1.5 “反担保合同”应指质权人或其指定方与出质人签署的反担保合同，由出质人向质权人或其指定方提供反担保，以使得质权人或其指定方在将来承担担保合同下担保责任后，可对出质人实现追偿。为前述目的，“担保合同”应指质权人或其指定方为担保出质人履行出质人与银行的贷款合同或其他资金安排，而与银行签署的任何担保合同或其他类似安排。

"Counter-Guarantee Agreements" shall refer to any counter-guarantee agreement entered into by Pledgee or its designee(s) with Pledgor under which Pledgor provides counter-guarantee to Pledgee or its designee(s). Under a Counter-Guarantee Agreement, Pledgee or its designee(s) can enforce the counter-guarantee to recover its losses after it assumes security responsibility under a Guarantee Agreement. For such purpose, the **"Guarantee Agreements"** shall refer to any guarantee agreement or similar arrangement entered into by Pledgee or its designee(s) with any bank under which Pledgee or its designee(s) provides guarantee to the bank to guarantee due performance of Pledgor of its obligations under any loan agreements or other funding arrangements entered into by Pledgor with the banks.

- 1.6 “违约事件”应指本协议第 7 条列明的任何情况。

"Event of Default" shall refer to any of the circumstances set forth in Article 7 of this Agreement.

- 1.7 “违约通知”应指质权人根据本协议发出的宣布违约事件的通知。

"Notice of Default" shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

- 1.8 “中国”应指中华人民共和国，在本协议中不包括香港、澳门和台湾地区。

"PRC" shall refer to the People's Republic of China, which excludes for the purposes of this Agreement the Special Administrative Regions of Hong Kong and Macau and the Taiwan area.

- 1.9 “合作系列协议”定义见本协议鉴于部分。

"Cooperation Agreements" shall have the meaning as ascribed to it under Whereas Section of this Agreement.

- 1.10 “义务人”定义见本协议鉴于部分。

"Obligor" shall have the meaning as ascribed to it under Whereas Section of this Agreement.

- 1.11 “担保债务”定义见本协议鉴于部分。

"Secured Obligations" shall have the meaning as ascribed to it under Whereas Section of this Agreement.

2. 质权

The Pledge

- 2.1 作为对全部义务人即时和完整履行合作系列协议项下任何和所有担保债务的抵押担保品，出质人特此将其所持有的公司 100% 股权（包括出质人现在拥有的公司的 100% 股权和与之相关的所有股权权益）以第一优先质押的方式质押给质权

人。

As collateral security for the prompt and complete performance of any and all Secured Obligations of Obligors under the Cooperation Agreements, Pledgors hereby pledge to Pledgee a first security interest in the 100% equity interest of the Company currently owned by Pledgors and all relevant equity interest thereto.

- 2.2 各方理解并同意，因担保债务而产生或与其相关的货币估值直至决算日（定义见下文）均为变化和浮动的估值。

The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below).

- 2.3 如发生下列任何事件（“**决算事由**”），担保债务之价值应依据决算事由发生之前的最近日期或发生当日对质权人到期未偿付的应付担保债务总额确定（“**已确定之债务**”）：

Upon the occurrence of any of the events below (each an "**Event of Settlement**"), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to Pledgee on or immediately prior to the date of such occurrence (the "**Fixed Obligations**"):

- (a) 任一合作系列协议到期或根据其项下相关约定而终止；
Any Cooperation Agreement expires or is terminated pursuant to the stipulations thereunder;
- (b) 本协议第7条规定的违约事件发生且未解决，致使质权人根据第7.3条向出质人送达违约通知；
the occurrence of an Event of Default pursuant to Section 7 that is not resolved, which results in Pledgee serving a Notice of Default to Pledgors pursuant to Section 7.3;
- (c) 质权人通过适当的调查，合理认为出质人和/或公司已丧失偿付能力或可能会被置于无偿付能力状态；或
Pledgee reasonably determines (having made due enquiries) that Pledgors and/or the Company are insolvent or could potentially be made insolvent; or
- (d) 根据中国相关法律规定要求确定担保债务的任何其他事件。
any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

- 2.4 为免疑义，决算事由发生的日期应为决算日（“**决算日**”）。质权人有权于决算日当日或之后，根据其选择按照第8条实现质权。

For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the "**Settlement Date**"). On or after the Settlement Date, Pledgee shall be entitled, at the election of Pledgee, to enforce the Pledge in accordance with Section 8.

- 2.5 在质押期限内，质权人有权收取因股权而产生的任何股息或其他可分配利益。在质权人事先书面同意的情况下，出质人方可就股权而分得股利或分红。出质人因股权而分得的股利或分红在扣除出质人根据中国适用法律应当缴纳或代扣代缴的税费后应根据质权人的要求 (a) 存入质权人的指定账户内，受质权人监管，

并用于担保合同义务和首先清偿担保债务；或者 (b) 在不违反中国法律的前提下，将此等红利、股利无条件地转让给质权人或质权人指定的人。

Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of Pledge. The Pledgors may receive dividends distributed on the Equity Interest only with prior written consent of the Pledgee. Dividends received by the Pledgors on Equity Interest after the deduction of tax paid or withheld by the Pledgors required by applicable PRC laws shall be, as required by the Pledgee, (a) deposited into an account designated and supervised by the Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (b) unconditionally transfer to the Pledgee or any other person designated by the Pledgee to the extent permitted under the applicable PRC laws.

3. 质押期限

Term of Pledge

- 3.1 质权应自其在公司所在地的工商行政管理部门（“登记机关”）登记成立之日起生效，该质权的期限（“质押期限”）直至最后一笔被该质权所担保义务被偿付或者履行完毕时终止。各方同意，在本协议签署后，出质人和质权人应立即（在任何情况下均不得迟于本协议签署日后第 20 天）依据《工商行政管理机关股权出质登记办法》向登记机关提出股权出质设立登记申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起十五（15）日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。公司承认出质人和质权人在本协议项下各自的权利和义务，并同意提供任何必要的协助登记该质权。

The Pledge shall become effective as of the date when the pledge of the Equity Interest is registered with the local administration of industry and commerce where the Company locates (the "Registration Authority"). The Term of the Pledge (the "Term of Pledge") shall end when the last obligation secured by the Pledge is paid or fully fulfilled. The Parties agree that, promptly after the execution of this Agreement (but in no event later than 20 days from the execution date of this Agreement), Pledgors and Pledgee shall submit their application for pledge registration to the Registration Authority in accordance with *the Measures on Share Pledge Registration with the Administration of Industry and Commerce*. The Parties also agree that within fifteen (15) days after the Registration Authority officially accepts equity pledge application, Pledgors and the Company shall complete the pledge registration procedure, obtain the pledge registration notice and completely and accurately register the Pledge of Equity Interest on the Pledge Registration Book of the Registration Authority. The Company acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge.

- 3.2 在质押期限内，如任何义务人未履行其合作系列协议项下的任何担保债务，质权人应有权但无义务按本协议的规定处置该质权。

During the Term of Pledge, in the event any Obligor fails to perform any of its Secured Obligations under the Cooperation Agreements, Pledgee shall have the right, but not the obligation, to dispose of the Pledge in accordance with the provisions of this Agreement.

4. 受质权规限的股权记录的保管

Custody of Records for Equity Interest subject to Pledge

- 4.1 在质押期限内,出质人应在质权登记成立之日起一周内将股权出质证明书及记载质权的股东名册以及质权人合理要求的其他文件(包括但不限于登记机关颁发的质权登记通知书)原件交付质权人保管。质权人应在整个质押期限期间一直保管该等项目。

During the Term of Pledge, Pledgors shall deliver to Pledgee's custody the originals of the capital contribution certificate for the Equity Interest, the shareholders' register containing the Pledge, and other documents reasonably requested by Pledgee (including without limitation the notice of registration of the Pledge issued by the Registration Authority) within one week from the date the Pledge is registered. Pledgee shall have custody of such items during the entire Term of Pledge.

5. 股东(包括出质人)和公司的陈述和保证 **Representations and Warranties of Shareholders (including the Pledgors) and the Company**

股东(包括出质人)向质权人陈述和保证如下:

Shareholders (including the Pledgors) Represents and Warrants to Pledgee that:

- 5.1 出质人是股权仅有的法定所有权人和受益人,除受限于出质人与质权人另行签署的协议外,其对股权享有合法、完全、充分的所有权,没有任何现存的有关股权所有权的争议。出质人有权处分股权及其任何部分。出质人拥有合法的权力和能力签署本协议并根据本协议承担法律义务。

Pledgors are the only legal and beneficial owners of the Equity Interest. Except for being subject to other agreements entered into by Pledgors and Pledgee, Pledgors enjoy legal and complete ownership of the Equity Interest, free from any existing dispute over the ownership of the Equity Interest. Pledgors may dispose of any and all Equity Interest. Pledgors have the legitimate powers and capacity to enter into, and fulfill its legal obligations pursuant to this Agreement.

- 5.2 股权是可以依法出质和转让的,且出质人有充分的权利和权力依本协议的规定将股权出质给质权人。

The Equity Interest may be pledged and transferred according to law, and Pledgors have the full rights and powers to pledge the Equity Interest in favor of Pledgee pursuant to this Agreement.

- 5.3 本协议经出质人适当签署,对出质人构成合法、有效和具有约束力的义务。

This Agreement, once properly executed by Pledgors, constitutes legal, valid and binding obligations of Pledgors.

- 5.4 就本协议的签署和履行及本协议项下之股权质押须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)已经获得或办理,并将在本协议有效期内充分有效。

All third-party consents, approvals, waivers, and authorizations, or any government approvals, permissions, exemptions, or any registrations or filings (if required by law) with any government authorities, necessary for the execution and performance of this Agreement and for the Pledge of the Equity Interest hereunder, have been obtained or completed and will remain fully effective within the term hereof.

- 5.5 本协议项下的质押构成对股权的第一顺序的担保权益。
The Pledge hereunder constitutes the first-priority security interests in the Equity Interest.
- 5.6 因股权的取得而应缴付的所有税款和费用已由出质人全额缴付。
All the taxes and charges payable as a result of the receipt of the Equity Interest have been paid in full by Pledgors.
- 5.7 质权人应有权按本协议列明的规定处置和转让股权。
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.8 除合作系列协议外, 出质人未在股权上设置任何担保权益或其他产权负担, 股权的所有权不存在任何争议, 未受扣押或其他法律程序的限制或存在类似的威胁, 依所适用的法律可以用于质押和转让。
Except for the Cooperation Agreements, Pledgors have not placed any security interest or other encumbrance on the Equity Interest. There are no controversies over the ownership of the Equity Interest. The Equity Interest is not seized or subject to any other legal proceedings or similar threats, and is good for transfer and pledging according to applicable laws.
- 5.9 出质人签署本协议及行使其在本协议下的权利, 或履行其在本协议下的义务, 不会违反任何法律、法规、出质人作为一方任何协议或合同、或出质人向任何第三方所作的任何承诺。
Pledgors' execution of this Agreement and exercise of its rights under this Agreement (or fulfillment of its obligations under this Agreement) will not breach any laws, regulations, and agreements or contracts to which Pledgors are the party, or any promise Pledgors have made to any third parties.
- 5.10 出质人向质权人提供的所有文件、资料、报表和凭证等是准确、真实、完整和有效的。
All documents, materials, statements and certificates provided by Pledgors to Pledgee are accurate, true, complete and valid.
- 5.11 出质人兹向质权人保证上述陈述和保证在合同义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下, 都将是真实的和准确的, 并将被完全地遵守。
Pledgors hereby warrant to Pledgee that all the above representations and warrants will be true and correct and fully complied with under all circumstances before the contractual obligations have been fulfilled or the Secured Obligations have been repaid in full.
- 5.12 在任何个人股东发生死亡, 丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的出质人及公司的股权的情况下, 相关个人股东的 (i) 任意继承人或 (ii) 根据该等个人股东签署的《个人股东承诺函》由质权人指定的自然人或法人 (“指定受让人”) 将被视为本协议的签署一方, 承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让, 股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批 (如适用)。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person

designated by the Pledgee pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her indirect equity interests in the Pledgor and the Company, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

公司向质权人陈述和保证如下：

The Company Represents and Warrants to Pledgee that:

- 5.13 公司是根据中国法律注册成立并合法存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议。
The Company is a limited liability company registered and validly existing under the laws of China. The Company has the qualification of an independent legal person, enjoys complete and independent legal status and the legal capacity to sign, deliver and fulfill this Agreement.
- 5.14 公司向质权人在本协议生效前提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实和正确的。公司向质权人在本协议生效后提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实和有效的。
All the reports, documents and information provided by the Company to Pledgee before the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the effective date hereof. All the reports, documents and information provided by the Company to Pledgee after the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the date of provision.
- 5.15 本协议经公司适当签署，对公司构成合法、有效和具有约束力的义务。
Upon due execution of the Company, this Agreement constitute legal, effective and binding obligation on the Company.
- 5.16 公司拥有签署和交付本协议及其它所有与本协议所述交易有关的文件的公司内部的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。
The Company has the complete internal power and authorization to sign and deliver this Agreement and all other documents relating to the transactions contemplated under this Agreement. The Company has the complete power and authorization to complete the transactions contemplated under this Agreement.
- 5.17 对于公司拥有的资产不存在任何重大的、可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担（包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让，或者附加于该等资产上的任何产权或使用权负担）。
Regarding the assets owned by the Company, there are no guarantee interests or any

other encumbrance on property rights that are substantial and may impact Pledgee's right and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).

- 5.18 未经质权人的事先书面同意，公司不发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中而不是通过贷款产生的债务；和(ii)已向质权人披露并得到质权人书面同意的债务除外；

Without the prior written consent of Pledgee, the Company shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Pledgee for which Pledgee's written consent has been obtained;

- 5.19 一直在正常业务过程中经营公司的所有业务，以保持公司的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

The Company shall always operate all of its businesses during the ordinary course of business to maintain its asset value and refrain from any action/omission that may affect its operating status and asset value;

- 5.20 在任何法院或仲裁庭均没有针对股权、公司或其资产的未决的或就公司所知有威胁的诉讼、仲裁或其它法律程序，同时在任何政府机构或行政机关亦没有任何针对股权、公司或其资产的未决的或就公司所知有威胁的行政程序或行政处罚，将对公司的经济状况或出质人履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。

In any court or arbitration tribunal there are no pending (or, as far as the Company knows, threatening) litigation, arbitration or other legal proceedings against the Equity Interest, the Company or its assets, and in any governmental agencies or departments, there are no pending (or, as far as the Company knows, threatening) administrative proceedings or penalties against the Equity Interest, the Company or its assets, which may substantially or adversely impact the Company's economic condition or Pledgors' ability to fulfill their obligations and guarantee liabilities under this Agreement.

- 5.21 公司兹同意就出质人在本协议项下所作的陈述和保证向质权人承担连带责任。
The Company hereby agrees that it is jointly and severally liable to Pledgee for all representations and warranties made by Pledgors under this Agreement.

- 5.22 公司兹向质权人保证上述陈述和保证在本协议义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实的和正确的，并将被完全地遵守。
The Company hereby warrants to Pledgee that, at any time and under any circumstances prior to complete fulfillment of the obligations under this Agreement or the Secured Obligations being fully repaid, the aforementioned representations and warranties are true and accurate and will be fully complied with.

6. 公司和股东（包括出质人）的承诺和进一步同意
Covenants and Further Agreements of Shareholders (including the Pledgors) and the Company

股东（包括出质人）的承诺和进一步同意如下：

The covenants and further agreements of Shareholders (including the Pledgors) are set forth below:

- 6.1 在本协议有效期期间，股东（包括出质人）特此向质权人承诺，出质人应：Shareholders (including the Pledgors) hereby covenant to Pledgee, that during the term of this Agreement, Pledgors shall:
- 6.1.1 除履行合作系列协议外，未经质权人事先书面同意，不得进行或同意他人进行转让全部或任何部分的股权、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；
not transfer (or agree to others' transfer of) all or any part of the Equity Interest, place or permit the existence of any security interest or other encumbrance on property rights that may affect Pledgee's rights and interests in the Equity Interest, without the prior written consent of Pledgee, except for the performance of the Cooperation Agreements;
- 6.1.2 遵守适用于权利质押的所有法律和法规的规定，在收到有关主管机关（或者任何其他有关方面）就质权发出或制定的任何通知、命令或建议后 5 日内，应向质权人出示上述通知、命令或建议，并应遵守上述通知、命令或建议或者按照质权人的合理要求或经质权人同意就上述事项提出反对意见和陈述；
comply with the provisions of all laws and regulations applicable to the pledge of rights, and within 5 days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant parties) regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;
- 6.1.3 将可能对质权人对股权或其任何部分的权利具有影响的任何事件或出质人收到的通知、以及可能对产生于本协议中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知立即书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对股权的质押权益。
promptly notify Pledgee in writing of any event or notice received by Pledgors that may have an impact on Pledgee's rights to the Equity Interest or any portion thereof, as well as any event or notice received by Pledgors that may have an impact on any guarantees and other obligations of Pledgors arising out of this Agreement, and, upon reasonable request of Pledgee, take all necessary actions to secure the rights and interest to which Pledgee is entitled in the Equity Interest.
- 6.2 股东（包括出质人）同意，质权人按本协议取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他通过法律程序中断或妨害。
Shareholders (including the Pledgors) agree that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgors or any heirs or representatives of Pledgors or any other persons through any legal proceedings.

- 6.3 为保护或完善本协议对履行合作系列协议项下义务而授予的担保权益, 股东(包括出质人)特此承诺, 将真诚签署并促使在质权中有利益的其他当事人签署质权人所要求的所有证书、协议、契据和/或承诺。股东(包括出质人)还承诺, 将进行并促使在质权中有利益的其他当事人进行质权人所要求的作为, 促进质权人行使本协议授予其的权利和授权, 并与质权人或质权人的指定人(自然人/法人)签署关于股权所有权的所有有关文件。股东(包括出质人)承诺, 将在合理期间内向质权人提供质权人所要求的关于质权的所有通知、命令及决定。

To protect or perfect the security interest granted by this Agreement for fulfillment of the obligations under the Cooperation Agreements, Shareholders (including Pledgors) hereby undertake to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by Pledgee. Shareholders (including Pledgors) also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural/legal persons). Shareholders (including Pledgors) undertake to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 股东(包括出质人)特此向质权人承诺, 将遵守和履行本协议项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件, 股东(包括出质人)应赔偿质权人由此导致的所有损失。

Shareholders (including Pledgors) hereby undertake to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Shareholders (including the Pledgors) shall indemnify Pledgee for all losses resulting therefrom.

- 6.5 如本协议项下质押的股权因任何原因受到法院或其他政府部门实施的任何强制措施, 出质人应尽其一切的努力, 包括(但不限于)向法院提供其他保证或采取其他措施, 解除法院或其他部门对股权所采取的该等强制措施。

If the Equity Interest pledged under this Agreement is, for any reason, subject to mandatory measures imposed by the court of law or other governmental departments, Pledgors shall try their best to release such mandatory measures imposed by the court of law or other governmental departments, including without limitation providing to the court of law other kinds of security or other measures.

- 6.6 若股权有任何价值减少的可能, 足以危害质权人权利的, 质权人可以要求出质人提供额外的抵押或担保, 出质人不提供的, 质权人可以随时拍卖或者变卖股权, 并将拍卖或者变卖所得的价款用于提前清偿担保债务或者提存; 由此所发生之任何费用全部由出质人承担。

If there is a possibility that the value of the Equity Interest will be decreased and such decrease is sufficient to harm the rights and interests of Pledgee, Pledgee may request Pledgors to provide additional collateral or security. If Pledgors refuse to provide such security, Pledgee may, at any time, sell the Equity Interest or put it up for auction, and use the monies obtained from such sale or auction to settle the Secured Obligations in advance or put such monies under custody; all expenses therefore occurred shall be borne by Pledgors.

- 6.7 未经质权人事先书面同意，出质人以及/或者公司不得自行（或者协助他方）增加、减少、转让公司的注册资本（或者其对公司的出资额）或对之（包括股权）设置任何权利负担。在遵从这一规定前提下，出质人在本协议日期之后登记及获得的公司股权称为“额外股权”。股东（包括出质人）和公司应在出质人取得额外股权时立即与质权人就额外股权签署补充股权质押协议，促使公司董事会和公司股东会批准该补充股权质押协议，并应向质权人提交补充股权质押协议所需的全部文件，包括但不限于：(a) 公司出具的关于额外股权的股东出资证明书的原件；以及 (b) 中国注册会计师出具的关于额外股权的验资报告经验证复印件。出质人和公司应按照本协议第 3.1 条的规定办理额外股权的出质设立登记。

Without the prior written consent from Pledgee, Pledgors and/or the Company shall not by themselves (or assisting others to) increase, decrease or transfer the registered capital of the Company (or its capital contribution to the Company) or impose any encumbrances on it, including the Equity Interest. Subject to the forgoing provision, any equity interest which is registered and obtained by Pledgors subsequent to the date of this Agreement shall be called "Additional Equity Interest". Shareholders (including Pledgors) and the Company shall, immediately after Pledgors obtains the Additional Equity Interest, enter with Pledgee supplemental share pledge agreement for the Additional Equity Interest, make the board of directors and shareholders' meeting of the Company approve the supplemental share pledge agreement, and deliver to Pledgee all documents necessary for the supplemental share pledge agreement, including without limitation (a) the original certificate issued by the Company about shareholders' capital contribution relating to the Additional Equity Interest; and (b) the verified photocopy of the capital contribution verification report (issued by certified public accountant in China) regarding the Additional Equity Interest. Pledgors and the Company shall, according to Section 3.1 of this Agreement, handle the pledge registration procedures relating to the Additional Equity Interest.

- 6.8 除非质权人事前出具书面的相反指示，股东（包括出质人）以及/或者公司同意，如果股份的部分或全部在出质人与任何第三方（“股份受让方”）之间发生违反本协议的转让，则股东（包括出质人）以及/或者公司应确保股份受让方无条件承认质权并履行必要的出质变更登记手续（包括但不限于签署有关文件），以确保质权的存续。

Unless otherwise instructed by Pledgee in writing in prior, Shareholders (including the Pledgors) and/or the Company agree that, if part of or all of the Equity Interest is transferred between the Pledgors and any third parties in violation of this Agreement ("Transferee of the Equity Interest"), then Shareholders (including the Pledgors) and/or the Company shall ensure that the Transferee of the Equity Interest will unconditionally recognize the Pledge and follow necessary procedures for modification of the registration of the Pledge (including without limitation signing relevant documents) so as to ensure the continued existence of the Pledge.

公司的承诺和进一步同意如下：

The covenants and further agreements of the Company are set forth below:

- 6.9 若就本协议的签署和履行及本协议项下之股权质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理登记或备案手续(如依法需要)，则公司应尽力协助取得并保持其在本协议有效期内充分有效。

If, for the execution of this Agreement and Pledge under this Agreement, it is

necessary to obtain any third party consent, approval, waiver or authorization, any governmental approval, license or waiver, or complete registration or filing procedures in any governmental departments (as required by the law), then the Company shall try its best to assist in obtain the same and cause it to remain in effect during the term of this Agreement.

- 6.10 未经质权人的事先书面同意,公司将不会向任何人或实体提供贷款或信贷或任何形式的担保;不会协助或允许出质人在股权上设立任何新的质押或授予其它任何担保权益,亦不会协助或允许出质人将股权转让。

Without prior written consent of Pledgee, the Company will not provide any person or entity with any loan or credit or guarantee in any form; assist or allow Pledgors to set up any new pledges or grant other security over the Equity Interest, nor will the Company assist or allow Pledgors to transfer the Equity Interest.

- 6.11 公司同意和出质人共同严格遵守本协议 6.7 条与 6.8 条项下规定的义务。
The Company agrees to, jointly with Pledgors, strictly comply with Article 6.7 and Article 6.8 of this Agreement.

- 6.12 未经质权人事先书面同意,公司不得进行转让公司资产或者在公司资产上设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担(包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让,或者附加于该等资产上的任何产权或使用权负担)。

Without prior written consent of Pledgee, the Company shall not transfer its assets or set up (or allow the existence of) any security or encumbrances on property rights that may affect Pledgee's rights and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).

- 6.13 当有任何法律诉讼、仲裁或其它请求发生,而可能会对公司、股权或质权人在合作系列协议及本协议项下的利益有不利影响时,公司保证将尽快和及时地书面通知质权人,并根据质权人的合理要求,采取一切必要措施以确保质权人对股权的质押权益。

Where there are any litigations, arbitrations or any other claims, which may adversely impact the Company, the Equity Interest, or Pledgee's interests under the Cooperation Agreements and this Agreement, the Company shall, as soon as possible, send timely notice to Pledgee and according to reasonable requests of Pledgee take all necessary measures to protect Pledgee's pledge interests in the Equity Interest.

- 6.14 公司不得进行或容许任何可能会对质权人在合作系列协议及本协议项下的利益或股权有不利影响之行为或行动。

The Company shall not conduct or allow any acts or actions that may adversely impact the Equity Interest or Pledgee's interest under the Cooperation Agreements and this Agreement.

- 6.15 公司将于每公历季度的第一个月内向质权人提供公司此前一公历季度的财务报表,包括但不限于资产负债表、利润表和现金流量表。公司将于每个财政年度末的 90 日内,向质权人提供公司在本财政年度的经审计的财务报表,该财务报表应当经由质权人批准的独立注册会计师审计并认证。

The Company shall, during the first month of each calendar quarter, provide to

Pledgee its financial statements for the preceding calendar quarter, including without limitation its balance sheets, profit statements and cash flow statements. Within 90 days of the end of each fiscal year, the Company shall provide Pledgee with the Company's audited financial statements of the current fiscal year, which shall be audited and certified by the independent certified auditor approved by Pledgee.

- 6.16 公司保证根据质权人的合理要求, 采取一切必要措施及签署一切必要文件, 以确保质权人对股权的质押权益及该等权益的行使和实现。

The Company shall, pursuant to Pledgee's reasonable requests, take all necessary measures and sign all necessary documents so as to ensure and protect Pledgee's pledge rights over the Equity Interest and the realization thereof.

- 6.17 如果由于本协议项下质权的行使而引起任何股权的转让, 公司保证采取一切措施以完成该等转让。

If the exercise of the Pledge under this Agreement results in any transfer of the Equity Interest, the Company agrees and warrants that it will take all measures to effect such transfer.

7. 违约事件

Event of Default

- 7.1 下列情况均应被视为违约事件:

The following circumstances shall be deemed Event of Default:

- 7.1.1 任何义务人未能完整或即时履行其合作系列协议项下任何担保债务;

Any Obligor fails to promptly perform or perform in full any of its Secured Obligations under the Cooperation Agreements;

- 7.1.2 股东在本协议第 5 条所作的任何陈述或保证含有严重失实陈述或错误, 和/或股东违反本协议第 5 条的任何保证;

Any representation or warranty by Shareholders in Section 5 of this Agreement contains material misrepresentations or errors, and/or Shareholders violates any of the warranties in Section 5 of this Agreement;

- 7.1.3 股东和公司未能按第 3.1 条中的规定完成登记机关的股权出质登记;

Shareholders and the Company fail to complete the registration of the Pledge with Registration Authority under Section 3.1 of this Agreement;

- 7.1.4 股东或公司违反本协议的任何规定;

Shareholders or the Company breach any provisions of this Agreement;

- 7.1.5 除第 6.1.1 条中明确规定外, 出质人转让或意图转让或放弃股权或者未经质权人书面同意而让予股权;

Except as expressly stipulated in Section 6.1.1, Pledgors transfer or purport to transfer or abandons the Equity Interest or assigns the Equity Interest without the written consent of Pledgee;

- 7.1.6 出质人对任何第三方的自身的贷款、保证、赔偿、承诺或其他债务责任 (1)因出质人违约被要求提前偿还或履行; 或(2)已到期但不能如期偿还或履行;

Any of Pledgors' own loans, guarantees, indemnifications, promises or other debt liabilities to any third party or parties (1) become subject to a demand of early repayment or performance due to default on the part of Pledgors; or (2) become due but are not capable of being repaid or performed in a timely manner;

- 7.1.7 使本协议可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、使之失效或有实质性更改;

Any approval, license, permit or authorization of government agencies that makes this Agreement enforceable, legal and effective is withdrawn, terminated, invalidated or substantively changed;

- 7.1.8 适用的法律的颁布使本协议非法或使股东不能继续履行其在本协议项下的义务;

The promulgation of applicable laws renders this Agreement illegal or renders it impossible for Shareholders to continue to perform its obligations under this Agreement;

- 7.1.9 出质人所拥有的财产出现不利变化,致使质权人认为出质人履行其在本协议项下的义务的能力已受到影响;

Adverse changes in properties owned by Pledgors, which lead Pledgee to believe that that Pledgors' ability to perform its obligations under this Agreement has been affected;

- 7.1.10 公司的继承人或托管人只能部分履行或拒绝履行合作系列协议项下的任何义务; 及

The successor or custodian of the Company is capable of only partially performing or refuses to perform any obligation under the Cooperation Agreements; and

- 7.1.11 质权人不能或可能不能行使其针对质权的权利的任何其他情况。

Any other circumstances occur where Pledgee is or may become unable to exercise its right with respect to the Pledge.

- 7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生, 出质人应立即相应地书面通知质权人。

Upon notice or discovery of the occurrence of any circumstances described in Section 7.1 or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgors shall immediately notify Pledgee in writing accordingly.

- 7.3 除非本第 7.1 条所列明的违约事件已经在质权人通知之日起三十 (30) 天内令质权人满意地得到完满解决, 否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出违约通知, 要求出质人立即支付合作系列协议项下任何应付款和/或按本协议第 8 条的规定处置质权。

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within thirty (30) days of Pledgee's notice, Pledgee may issue a Notice of Default to Pledgors in writing upon the occurrence of the Event of Default or at any time thereafter and demand that Pledgors immediately pay all payments due under the Cooperation Agreements, and/or disposes of the Pledge in accordance with the provisions of Section 8 of this Agreement.

8. 质权的行使

Exercise of Pledge

- 8.1 在合作系列协议完全履行及其所述应付款足额偿还前，未经质权人书面同意，出质人不得转让质权或股权。
Prior to the full performance of the Cooperation Agreements and full payment of all payments described therein, without Pledgee's written consent, Pledgors shall not assign the Pledge or the Equity Interest.
- 8.2 质权人行使质权时可向出质人发出违约通知。
Pledgee may issue a Notice of Default to Pledgors when exercising the Pledge.
- 8.3 受限于第 7.3 条的规定，质权人可在按第 7.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使强制执行质权的权利。一旦质权人选择强制执行质权，出质人应不再拥有与股权有关的任何权利或利益。
Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge concurrently with the issuance of the Notice of Default in accordance with Section 7.2 or at any time after the issuance of the Notice of Default. Once Pledgee elects to enforce the Pledge, Pledgors shall cease to be entitled to any rights or interests associated with the Equity Interest.
- 8.4 在违约事件发生时，在许可的范围内并根据适用法律，质权人有权依法处置质押的股权；质权人因行使其质权而收到的全部款项，在清偿担保债务后若有剩余，则余款支付给出质人或有权收取该款项的人（不计利息），在中国法律允许的情况下，出质人或有权收取该款项的人应在收到余款后全额返还质权人。
In the Event of Default, Pledgee is entitled to dispose of the Equity Interest pledged, to the extent permitted and in accordance with applicable laws; if, after satisfying all Secured Obligations, there is any balance in the monies collected by Pledgee by enforcing the Pledge, then such balance shall be, without calculation of interests, paid to Pledgors or other parties entitled to receive such balance. The Pledgors or other parties entitled to receive such balance shall fully return to the Pledgee to the extent permitted under PRC laws.
- 8.5 当质权人依照本协议处置质权时，股东和公司应提供必要的协助，以使质权人能够根据本协议强制执行质权。
When Pledgee disposes of the Pledge in accordance with this Agreement, Shareholders and the Company shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.
- 8.6 一切与本协议项下股权质押的设定及质权人权利实现有关的实际开支、税费及全部法律费用等，应由出质人承担，法律规定由质权人承担的除外。
Unless otherwise provided by the law, all expenses, tax, charges and all legal fees relating to the establishment of the Pledge and enforcement of it shall be borne by Pledgors.

9. 转让

Assignment

- 9.1 未经质权人事先书面同意，股东和公司无权转让或转授其在本协议项下的权利和

义务。

Without Pledgee's prior written consent, Shareholders and the Company shall not assign or delegate its rights and obligations under this Agreement.

- 9.2 本协议应对股东及其继任人和经许可的受让人均有约束力,并且应对质权人及其每一继任人和受让人有效。

This Agreement shall be binding on Shareholders and its successors and permitted assigns, and shall be valid with respect to Pledgee and each of its successors and assigns.

- 9.3 在任何时候,质权人均可以将其在本协议和合作系列协议项下的任何及所有权利和义务转让给其指定人(自然人/法人),在该情况下,受让人应享有和承担质权人在本协议项下的权利和义务,如同其是本协议的原始一方一样。当质权人转让本协议和合作系列协议项下的权利和义务时,应质权人要求,股东和公司应签署有关协议或与该等转让有关的其他文件。

At any time, Pledgee may assign any and all of its rights and obligations under this Agreement and the Cooperation Agreements to its designee(s) (natural/legal persons), in which case the assigns shall have the rights and obligations of Pledgee under this Agreement, as if it were the original party to this Agreement. When Pledgee assigns the rights and obligations under this Agreement and the Cooperation Agreements, upon Pledgee's request, Shareholders and the Company shall execute relevant agreements or other documents relating to such assignment.

- 9.4 如果因转让而导致质权人变更,应质权人要求,股东和公司应与新的质权人按与本协议相同的条款和条件签署一份新的质押协议。

In the event of a change in Pledgee due to an assignment, Shareholders and the Company shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement.

- 9.5 全部义务人应严格遵守本协议和本协议各方或其中任何一方共同或单独签署的其他合同的规定,包括合作系列协议,履行在本协议和其他合同项下的义务,并不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示,股东不得行使其对在本协议项下质押的股权的任何余下的权利。

The Obligors shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Cooperation Agreements, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgors with respect to the Equity Interest pledged hereunder shall not be exercised by Shareholders except in accordance with the written instructions of Pledgee.

10. 终止

Termination

在合作系列协议完全履行及其项下的应付款足额支付之后,并且在全部义务人在合作系列协议项下的担保债务终止之后,本协议应终止,并且质权人应在合理切实可行范围内尽快解除本协议项下的股权质押,并配合出质人办理注销在公司的股东名册内以及在登记机关所作的股权质押的登记,因解除股权质押而产生的合理费用由出质人承担。

Upon the full performance of the Cooperation Agreements and full payment of all

payments described therein, and upon termination of the Obligors' Secured Obligations under the Cooperation Agreements, this Agreement shall be terminated, and Pledgee shall then release the equity pledge hereunder as soon as reasonably practicable and cooperate with Pledgors in connection with the deregistration of the equity pledge in the Company's shareholder register and with the Registration Authority. The reasonable fees arising from pledge deregistration shall be borne by Pledgors.

11. 手续费及其他费用

Handling Fees and Other Expenses

除非另行约定或适用法律要求, 与本协议有关的所有费用及实际开支, 包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由公司承担。

Unless otherwise agreed or required by applicable laws, all fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by the Company.

12. 保密责任

Confidentiality

各方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到其他各方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露, 该一方应对违反本协议承担法律责任。无论本协议以任何理由终止, 本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

13. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 13.1 本协议的签署、生效、解释和履行, 以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜,

应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 13.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 13.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 13.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or

promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 13.5 受限于中国法律的规定，仲裁庭可以就出质人的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定出质人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）公司的注册成立地（即中国重庆）；及（iv）最终控股股东或公司主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Pledgors, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Pledgors. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions) shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Company (i.e. Chongqing, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

14. 通知 Notices

- 14.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

14.1.2 通知如果是通过传真发出的,则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 为通知的目的,各方地址如下:

For the purpose of notices, the addresses of the Parties are as follows:

公司: 重庆重金所企业管理有限公司
Company: Chongqing Chongjinsuo Enterprise Management Co., Ltd. Lufax (Shenzhen) Techn
地址: 重庆市渝中区五一路 99 号一单元 30-6#
Address: 30-6# Unit 1, No.99 Wuyi Road Yuzhong District, Chongqing
收件人: 法定代表人
Attn: Legal Representative

公司: 平安集信(上海)投资管理有限公司
Company: Ping An Ji Xin (Shanghai) Investment Management Co., Ltd.
地址: 中国(上海)自由贸易试验区浦东南路 2250 号 2 幢一层 D147 室
Address: Room D147, Floor One, Building Two, No. 2250, South Pudong Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 重庆金融资产交易所有限责任公司
Company: Chongqing Financial Asset Exchange Co. Ltd.
地址: 重庆市渝中区五一路 99 号一单元 38 层、39 层
Address: Floor 38 and 39, Unit 1, No.99 Wuyi Road, Yuzhong District, Chongqing
收件人: 法定代表人
Attn: Legal Representative

公司: 上海雄国企业管理有限公司
Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区八卦岭八卦三路平安大厦四楼
Address: Fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司

Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号 **Address:** No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: Linzhi Jinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 14.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

15. 分割性

Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

16. 继任者 **Successors**

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assigns of such Parties.

17. 继续有效 **Survival**

17.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

17.2 第 13、14 条和本第 17 条的规定在本协议终止后应继续有效。

The provisions of Sections 13, 14 and this Section 17 shall survive the termination of this Agreement.

18. 弃权 **Waivers**

任何一方均可以对本协议的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

19. 修订、更改与补充

Amendment, Change and Supplement

- 19.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议，并于相关政府登记（如适用）。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties and be recorded with competent governmental authorities (if applicable).

- 19.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

20. 语言

Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由出质人持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Pledgor having the others; each counterpart has equal legal validity.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

重庆重金所企业管理有限公司
Chongqing Chongjinsuo Corporation Management Co., Ltd.

签署:

By:

姓名: 黄文雄

Name: Huang Wenxiong

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

重庆金融资产交易所有限责任公司
Chongqing Financial Assets Exchange Co., Ltd.

签署：

By:

姓名：

李仁杰

Name:

Li Renjie

职务：

法定代表人

Title:

Legal Representative

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this Share Pledge Agreement as of the date first above written.

平安集信（上海）投资管理有限公司
Pingan Jixin (Shanghai) Investment Management Co., Ltd.

签署：

By:

姓名：黄文雄

Name: Huang Wenxiong

职务：法定代表人

Title: Legal Representative



Handwritten signature of Huang Wenxiong.

huangjue@haiwen-law.com/180.167.217.26
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SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
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this Share Pledge Agreement as of the date first above written.

上海雄国企业管理有限公司
Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

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this Share Pledge Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 周廷源

Name: Zhou Tingyuan

职务: 法定代表人

Title: Legal Representative

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this Share Pledge Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署：
By: 
姓名：石京魁
Name: Shi Jingkui
职务：法定代表人
Title: Legal Representative

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this Share Pledge Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）

Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT


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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

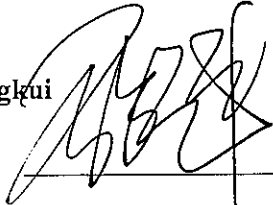

By:



SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

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石京魁
Shi Jingkui
签署：
By:

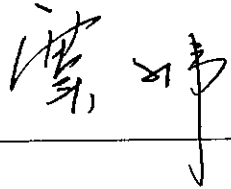



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SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

窦文伟
Dou Wenwei
签署：
By:



A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

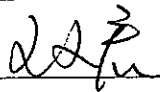
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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

王文君

Wang Wenjun

签署:

By:

_____

huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

重庆金融资产交易所有限责任公司(下称“重金所”)

平安集信（上海）投资管理有限公司（下称“平安集信”）

本人，杨学连，(i) 持有上海兰帮投资有限责任公司（下称“上海兰帮”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）的普通合伙人并持有林芝金生 60%的财产份额。上海兰帮直接持有上海雄国企业管理有限公司(下称“上海雄国”)18.29%的股权，林芝金生直接持有上海雄国 2.17%的股权；上海雄国直接并通过上海渝荣投资有限公司持有平安集信 100%的股权；平安集信直接持有重金所 100%的股权；并且(ii) 在 2018 年 11 月 9 日与重庆重金所企业管理有限公司和其他重金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关重金所 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何重金所的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关重金所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予重庆重金所企业管理有限公司或重庆重金所企业管理有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在重金所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对平安集信及重金所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关重金所 VIE 协议之履行。本人承诺不会做出任何可能与相关重金所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关重金所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致重金所与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关重金所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护重庆重金所企业管理有限公司在相关重金所 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

(以下无正文)

本页无正文，为《个人股东承诺函》之签署页。



签署:

杨学连

2018 年 11 月 9 日

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

重庆金融资产交易所有限责任公司(下称“重金所”)

平安集信（上海）投资管理有限公司（下称“平安集信”）

本人，石京魁，(i) 持有上海兰帮投资有限责任公司（下称“上海兰帮”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）的有限合伙人并持有林芝金生 40%的财产份额。上海兰帮直接持有上海雄国企业管理有限公司(下称“上海雄国”)18.29%的股权，林芝金生直接持有上海雄国 2.17%的股权；上海雄国直接并通过上海渝荣投资有限公司持有平安集信 100%的股权；平安集信直接持有重金所 100%的股权；并且(ii) 在 2018 年 11 月 9 日与重庆重金所企业管理有限公司和其他重金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关重金所 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何重金所的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关重金所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予重庆重金所企业管理有限公司或重庆重金所企业管理有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在重金所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对平安集信及重金所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关重金所 VIE 协议之履行。本人承诺不会做出任何可能与相关重金所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关重金所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致重金所与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关重金所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护重庆重金所企业管理有限公司在相关重金所 VIE 协议项下的合法利益并服从拟上市公司的指示。

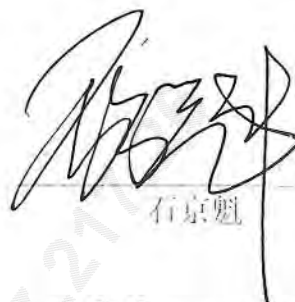
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

(以下无正文)

本页无正文，为《个人股东承诺函》之签署页。

签署:



石京魁

2018年12月6日

huangjue@haiwen-law.com/180.167.27.100
Sunstone/07:05:2020 19:00

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

重庆金融资产交易所有限责任公司(下称“重金所”)

平安集信(上海)投资管理有限公司(下称“平安集信”)

本人，窦文伟，(i) 是新疆同君股权投资有限合伙企业(下称“新疆同君”)的普通合伙人，持有新疆同君 50%的财产份额。新疆同君直接持有上海雄国企业管理有限公司(下称“上海雄国”)29.55%的股权；上海雄国直接并通过上海渝荣投资有限公司持有平安集信 100%的股权；平安集信直接持有重金所 100%的股权；并且(ii) 在 2018 年 11 月 9 日与重庆重金所企业管理有限公司和其他重金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》(上述协议及协议各方之后对其所作的任何书面修改、补充或确认(如有)，合称“相关重金所 VIE 协议”)。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何重金所的股权及其附带的所有权益(合称“相关股权”)，如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关重金所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予重庆重金所企业管理有限公司或重庆重金所企业管理有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在重金所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对平安集信及重金所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关重金所 VIE 协议之履行。本人承诺不会做出任何可能与相关重金所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关重金所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致重金所与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关重金所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护重庆重金所企业管理有限公司在相关重金所 VIE 协议项下的合法利益并服从拟上市公司的指示。

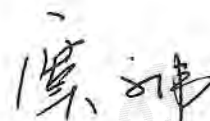
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

(以下无正文)

本页无正文，为《个人股东承诺函》之签署页。

签署:



窦文伟

2018年11月9日

huangjue@haiwen-law.com/180.167.217.217
Sunstone/07:05:2020 19:00

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

重庆金融资产交易所有限责任公司(下称“重金所”)

平安集信（上海）投资管理有限公司（下称“平安集信”）

本人，王文君，(i) 是新疆同君股权投资有限合伙企业（下称“新疆同君”）的有限合伙人，持有新疆同君 50% 的财产份额。新疆同君直接持有上海雄国企业管理有限公司(下称“上海雄国”)29.55% 的股权；上海雄国直接并通过上海渝荣投资有限公司持有平安集信 100% 的股权；平安集信直接持有重金所 100% 的股权；并且(ii) 在 2018 年 11 月 9 日与重庆重金所企业管理有限公司和其他重金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关重金所 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何重金所的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关重金所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予重庆重金所企业管理有限公司或重庆重金所企业管理有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在重金所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对平安集信及重金所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关重金所 VIE 协议之履行。本人承诺不会做出任何可能与相关重金所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关重金所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致重金所与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关重金所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护重庆重金所企业管理有限公司在相关重金所 VIE 协议项下的合法利益并服从拟上市公司的指示。

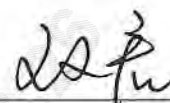
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

(以下无正文)

本页无正文，为《个人股东承诺函》之签署页。

签署:



王文君

2018 年 11 月 9 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

重庆金融资产交易所有限责任公司(下称“重金所”)

平安集信（上海）投资管理有限公司（下称“平安集信”）

本人，李红江，身份证号码为 410711196005151045。本人为杨学连之合法配偶。

本人知悉：(i) 杨学连通过上海兰帮投资有限责任公司（下称“上海兰帮”）及林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）间接持有上海雄国企业管理有限公司(下称“上海雄国”)10.447%的股权，上海雄国直接并通过上海渝荣投资有限公司持有平安集信 100%的股权，平安集信直接持有重金所 100%的股权；及(ii) 杨学连在 2018 年 11 月 9 日与重庆重金所企业管理有限公司和其他重金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关重金所 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 杨学连通过上海兰帮及林芝金生间接持有的任何重金所的股权及其所附带的所有权益（下称“相关股权”）均为杨学连的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照杨学连签署的相关重金所 VIE 协议进行处分。本人确认，在任何时点均将对相关重金所 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与重金所的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关重金所 VIE 协议之订立目的或意图相违背的行为或举措。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署:



李红江

2018 年 11 月 9 日

huangjue@haiwen-law.com/180.167.2717
Sunstone/07:05:2020 19:00

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

重庆金融资产交易所有限责任公司(下称“重金所”)

平安集信(上海)投资管理有限公司(下称“平安集信”)

本人，祁洵，身份证号码为 340303196507250625。本人为石京魁之合法配偶。

本人知悉：(i) 石京魁通过上海兰帮投资有限责任公司(下称“上海兰帮”)及林芝金生投资管理合伙企业(有限合伙)(下称“林芝金生”)间接持有上海雄国企业管理有限公司(下称“上海雄国”)10.013%的股权，上海雄国直接并通过上海渝荣投资有限公司持有平安集信 100%的股权，平安集信直接持有重金所 100%的股权；及(ii) 石京魁在 2018 年 11 月 9 日与重庆重金所企业管理有限公司和其他重金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》(上述协议及协议各方之后对其所作的任何书面修改、补充或确认(如有)，合称“相关重金所 VIE 协议”)。

本人在此确认及不可撤销的承诺：

1. 石京魁通过上海兰帮及林芝金生间接持有的任何重金所的股权及其所附带的所有权益(下称“相关股权”)均为石京魁的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照石京魁签署的相关重金所 VIE 协议进行处分。本人确认，在任何时点均将对相关重金所 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与重金所的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关重金所 VIE 协议之订立目的或意图相违背的行为或举措。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

(以下无正文)

本页无正文，为《配偶承诺函》之签署页。

签署:

祁洵

祁 洵

2018 年 12 月 6 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

重庆金融资产交易所有限责任公司(下称“重金所”)

平安集信（上海）投资管理有限公司（下称“平安集信”）

本人，孙增杰，身份证号码为 220104196706181528。本人为窦文伟之合法配偶。

本人知悉：(i) 窦文伟通过新疆同君股权投资有限合伙企业（下称“新疆同君”）间接持有上海雄国企业管理有限公司(下称“上海雄国”) 14.775%的股权，上海雄国直接并通过上海渝荣投资有限公司持有平安集信 100%的股权，平安集信直接持有重金所 100%的股权；及(ii) 窦文伟在 2018 年 11 月 9 日与重庆重金所企业管理有限公司和其他重金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关重金所 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 窦文伟通过新疆同君间接持有的任何重金所的股权及其所附带的所有权益（下称“相关股权”）均为窦文伟的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照窦文伟签署的相关重金所 VIE 协议进行处分。本人确认，在任何时点均将对相关重金所 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与重金所的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关重金所 VIE 协议之订立目的或意图相违背的行为或举措。

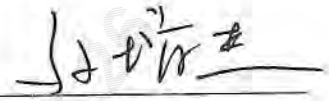
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署:



孙增杰

2018年11月9日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

重庆金融资产交易所有限责任公司(下称“重金所”)

平安集信(上海)投资管理有限公司(下称“平安集信”)

本人，丰小之，身份证号码为 440121196504270036。本人为王文君之合法配偶。

本人知悉：(i) 王文君通过新疆同君股权投资有限合伙企业(下称“新疆同君”)间接持有上海雄国企业管理有限公司(下称“上海雄国”)14.775%的股权，上海雄国直接并通过上海渝荣投资有限公司持有平安集信 100%的股权，平安集信直接持有重金所 100%的股权；及(ii) 王文君在 2018 年 11 月 9 日与重庆重金所企业管理有限公司和其他重金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》(上述协议及协议各方之后对其所作的任何书面修改、补充或确认(如有)，合称“相关重金所 VIE 协议”)。

本人在此确认及不可撤销的承诺：

1. 王文君通过新疆同君间接持有的任何重金所的股权及其所附带的所有权益(下称“相关股权”)均为王文君的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照王文君签署的相关重金所 VIE 协议进行处分。本人确认，在任何时点均将对相关重金所 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与重金所的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关重金所 VIE 协议之订立目的或意图相违背的行为或举措。


本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

(以下无正文)

本页无正文，为《配偶承诺函》之签署页。

签署:


丰小之

2018 年 11 月 9 日

独家业务合作协议
Exclusive Business Cooperation Agreement

本独家业务合作协议（下称“本协议”）由以下双方于 2018 年 11 月 21 日在上海签署。

This Exclusive Business Cooperation Agreement (this "Agreement") is made and entered into by and between the following Parties on November 21, 2018 in Shanghai.

陆控（深圳）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室（入驻深圳市前海商务秘书有限公司）（“甲方”）。甲方的所有股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司间接持有。

Lufax Holding (Shenzhen) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) ("Party A"). The entire equity interests of Party A is indirectly held by Lufax Holding Ltd ("Ultimate Controlling Shareholder"), an exempted company with limited liabilities in the Cayman Islands.

深圳市陆控企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室（入驻深圳市前海商务秘书有限公司）（“乙方”或“运营实体”）。

Shenzhen Lufax Holding Enterprise Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) ("Party B" or "OPCO").

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a "Party" respectively, and as the "Parties" collectively.

鉴于：

Whereas,

1. 甲方是一家在中华人民共和国（下称“中国”）注册的有限责任公司，拥有提供技术服务和商务咨询服务的必要资源；
Party A is a limited liability company established in the People's Republic of China ("China"), and has the necessary resources to provide technical services and business consulting services;
2. 乙方是一家在中国注册的内资公司；
Party B is a company with exclusively domestic capital registered in China;
3. 甲方同意利用其人力、技术和信息优势，在本协议有效期内向乙方提供有关独家技术服务、技术咨询及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款的规定提供的该等服务。
Party A is willing to provide Party B, on an exclusive basis, with technical, consulting and other services (the detailed scope set forth below) during the term of this Agreement, utilizing its own advantages in human resources, technology and

information, and Party B is willing to accept such exclusive services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此, 甲方和乙方经协商一致, 达成如下协议:

Now, therefore, through mutual discussion, Party A and Party B have reached the following agreements:

1. 甲方服务提供

Services Provided by Party A

1.1 按照本协议条款和条件, 乙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方提供全面的业务支持、技术服务和咨询服务, 具体内容包括所有在乙方经核准的营业范围内由甲方不时决定的全部或部分服务, 包括但不限于以下内容: 技术服务、网络支持、业务咨询、设备或租赁、市场咨询、系统集成、产品研发和系统维护("服务")。Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with complete business support and technical and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which may include all or part of the services within the approved business scope of Party B as may be determined from time to time by Party A, including, but not limited to, technical services, network support, business consultations, equipment or leasing, marketing consultancy, system integration, product research and development, and system maintenance ("Service").

1.2 乙方同意接受甲方提供的咨询和服务。乙方进一步同意, 除非经甲方事先书面同意, 在本协议有效期内, 就本协议规定事宜, 乙方不得接受任何第三方提供的任何咨询和/或服务, 并且不得与任何第三方进行合作。甲方可以指定其他方(该被指定方可以与乙方签署本协议第 1.4 条描述的某些协议)为乙方提供本协议项下的咨询和/或服务。

Party B agrees to accept all the consultations services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not accept any consultations and/or services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.4 with Party B, to provide Party B with the consultations and/or services under this Agreement.

1.3 为确保乙方符合日常经营中的现金流要求和(或)抵销其经营过程中产生的任何损失, 无论乙方是否实际产生任何该等经营性损失, 甲方有权向乙方提供财务支持(仅在中国法律允许的范围内)。为上述目的, 甲方可以银行委托贷款或借款或其他方式向乙方和/或其任何股东提供财务支持, 并应另行签署该等委托贷款或借款或其他方式的财务资助的相关合同。

To ensure that the cash flow requirements of Party B's ordinary operations are met and/or to set off any loss accrued during such operations, Party A has the right to, only to the extent permissible under the laws of PRC, to provide financial support to Party B, whether or not Party B actually incurs any such operational loss. For the aforesaid purpose, Party A's financial support to

Party B may take the form of bank entrustment loans or borrowings or other forms. Contracts for any such entrustment loans or borrowings or other forms of financial support shall be executed separately.

1.4 服务的提供方式 Service Providing Methodology

- 1.4.1 甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署其他技术服务协议和咨询服务协议，对特定技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements with the other Party or its affiliates, which shall provide the specific contents, manner, personnel, and fees for the specific technical services and consulting services.

- 1.4.2 为履行本协议，甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into intellectual property (including, but not limited to, software, trademark, patent and know-how) license agreements with the other Party or its affiliates, which shall permit Party B to use Party A's relevant intellectual property rights, at any time and from time to time based on the needs of the business of Party B.

- 1.4.3 乙方确认，甲方可自主决定将本协议下应向乙方提供的全部或部分服务分包给第三方承担。

Party B acknowledges that Party A may, at its own discretion, subcontract to third parties all or part of the Services Party A provides to Party B under this Agreement.

2. 服务费的计算、支付方式、财务报表、审计和税务 Calculation and Payment of the Service Fees, Financial Reports, Audit and Tax

- 2.1 双方同意，就甲方提供的服务，乙方应向甲方支付服务费（“服务费”）。在符合中国法律规定的前提下，服务费应为乙方的税前利润（包括乙方于任何财政年度在任何其附属公司应占的所有利润及所收取的任何其他分配，但不计算本协议项下所应支付的服务费），并扣除在任何财政年度所需的运营资本、开支、税金款额（甲方可根据中国税法原则和税务实践对服务费进行调整）以及与中国税法所规定的独立交易原则相符合的运营利润。服务费应当按季度支付。乙方应于每季度最后一天起 7 日内，(a)向甲方提供乙方当季度的管理报表和经营数据，其中应当明确乙方在当季度的税前收益；(b) 按甲方向乙方提供的各项调查报告、计划书、

发票或其他书面文件，将服务费支付给甲方。甲方在收到管理报表和经营数据后，可向乙方出具相应的服务费的发票。所有付款均应以汇款或各方认可的其它方式划入甲方指定的银行账户。各方同意，在本协议有效期内，甲方可不时向乙方送达通知更改该等付款指示，且甲方无需经乙方同意，有权仅依照其自主决定以至少提前 10 天书面通知乙方的方式调整上述服务费及服务费支付时间。

The Parties agree that, in consideration of the Services, Party B shall pay Party A service fees (the "Service Fees"). Subject to PRC laws, the Service Fees shall be equal to the profit before taxation of Party B (including all profits attributable to Party B of, and any other distributions received by Party B from, any of its subsidiaries in any financial year but without taking into account the Service Fees payable under this Agreement) and deducting working capital requirements, expenses and taxes (Party A can adjust the Service Fees based on applicable PRC tax laws) and operating profit that is in compliance with the principle of independent transaction as stipulated in PRC tax law. The Service Fees shall be due and payable on a quarterly basis. Party B shall, within 7 days from the last day of each quarter, (a) deliver to Party A the management accounts and operating statistics of Party B for such quarter, including the before tax income of Party B during such quarter, and (b) pay the Service Fees to Party A upon request by Party A under various survey reports, plans, invoices or other written documents. After receipt of such management accounts and operating statistics, Party A may issue to Party B a corresponding service invoice. All payments shall be transferred into the bank accounts designated by Party A through remittance or in any other way acceptable by the Parties. The Parties agree that such payment instruction may be changed by a notice given by Party A to Party B from time to time and Party A shall have the right to adjust the Service Fees and the time of payment at its sole discretion without the consent of Party B by giving Party B no less than 10 days' prior written notice of such adjustment during the term of this Agreement.

- 2.2 乙方应于每个财政年度末的 90 日内向甲方提供乙方在本财政年度的审计的财务报表，该财务报表应当经由甲方批准的独立注册会计师审计。如果该等经审计的财务报表显示出本财政年度内乙方向甲方支付的服务费总额与乙方本财政年度根据中国财务报告准则所确定的税前收益扣除相关成本、合理费用后的剩余金额之间有任何差额，经甲方书面要求，乙方应向甲方支付该等差额。

Within ninety (90) days after the end of each fiscal year, Party B shall deliver to Party A audited financial statements of Party B for such fiscal year, which shall be audited by an independent certified public accountant approved by Party A. If such audited financial statements show any shortfall of the before tax income of Party B as determined based on China financial reporting standards minus relevant costs and reasonable expenses of Party B for such fiscal year compared to the aggregate amount of the Service Fees paid by Party B to Party A in such fiscal year, upon written requests from Party A, Party B shall pay Party A an amount equal to such shortfall.

- 2.3 双方同意，上述服务费的支付原则上不应使任何一方经营发生困难，为上述目的，且在实现上述原则的限度内，甲方可以同意乙方延迟支付服

务费，或经双方协商一致，可以书面形式调整第 2.1 条和第 2.2 条规定下乙方应向甲方支付服务费的时间安排。

The Parties agree that payment of the Services Fees shall not cause operational difficulty for any Party. For the purpose and in the spirit of the aforementioned principle, Party A may agree to a delay payment of Service Fees by Party B, or adjust the payment schedule under Section 2.1 and 2.2 by written notice upon mutual agreement of the Parties.

- 2.4 乙方应按照法律及商业惯例的要求编制符合甲方要求的财务报表。

Party B shall prepare its financial statements in satisfaction of Party A's requirements and in accordance with law and commercial practices.

- 2.5 经甲方提前 5 个工作日通知，乙方应允许甲方及甲方的控股股东（直接或间接）/或其指定审计师对乙方进行各类审计活动，包括在乙方的主要办公地点审计乙方的有关账册和记录并复印所需的该部分账册和记录。此外，乙方应向甲方及甲方的控股股东（直接或间接）/或其指定审计师提供有关乙方运营、业务、客户、财务、员工等相关信息和资料，并且同意最终控股股东为满足其证券上市地监管的要求而披露该等信息和资料。

Subject to a notice given by Party A 5 working days in advance, Party B shall allow Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor to carry out auditing activities on Party B, including reviewing, and making photocopies of, the relevant books and records of Party B at the principal office of Party B. Further, Party B shall provide Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor the information and materials in connection with the operation, businesses, clients, financials and employees of Party B, and agrees that the Ultimate Controlling Shareholder may disclose such information and materials to meet the requirements of the local regulatory authorities where its shares are listed.

- 2.6 本协议各方由于执行本协议所产生的税收负担，由各方自行承担。

Each of the Parties shall assume its own tax obligations in relation to performance of this Agreement.

3. 知识产权、保密条款以及禁止竞争

Intellectual Property Rights; Confidentiality Clauses; Non-competition

- 3.1 履行本协议而产生或创造的所有权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业秘密及其他，无论其是由甲方还是由乙方开发的，均由甲方享有独有的和所有权上的权利和权益。

Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including, but not limited to, copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others, regardless of whether they have been developed by Party A or Party B.

- 3.2 乙方未取得甲方事先书面同意前，不得转移、转让、抵押、许可或以其他方式处置其权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他。

Party B shall not transfer, assign, mortgage, license or otherwise dispose of the rights and interests in rights, ownerships, intellectual properties, including but not limited to copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others of Party B without the prior written consent of Party A.

- 3.3 双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged between them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor is also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

- 3.4 乙方不得（直接或间接）经营除乙方营业执照及经营许可证之许可范围之外的业务，不得在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务之实体，也不得经营甲方书面同意范围之外的其他业务。

Party B shall not engage in any business activities other than those within the scope of its business license and business permit, whether directly or indirectly, or any businesses in China which compete with the businesses of Party A, whether directly or indirectly, including invest in any entity conducting businesses which compete with the businesses of Party A, or any other businesses beyond the scope approved in writing by Party A.

- 3.5 双方同意，不论本协议是否更改、废除或终止，本条应继续有效。

The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

4. 陈述和保证

Representations and Warranties

4.1 甲方陈述和保证如下:

Party A hereby represents and warrants as follows:

4.1.1 甲方是按照中国法律合法注册并有效存续的一家公司。

Party A is a company legally registered and validly existing in accordance with the laws of China.

4.1.2 甲方签署并履行本协议是在其法人资格及其业务运营范围之内; 甲方已采取必要的公司行为和被授予适当授权并取得第三方和政府机构的同意及批准, 并且将不违反对甲方有约束力或影响的法律或其他限制。

Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party A.

4.1.3 本协议构成甲方的合法、有效和有约束力的义务, 并应针对其可强制执行。

This Agreement constitutes Party A's legal, valid and binding obligations, and shall be enforceable against it.

4.1.4 不存在将影响甲方履行本协议项下义务的能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序, 而且据其所知无人威胁将采取上述行动。

No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.

4.1.5 甲方已经向乙方披露了任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者使其资产或业务受到约束的文件, 并且甲方此前提供给乙方的文件中没有对任何重要事实的不实陈述或者遗漏。

Party A has disclosed to Party B, all contracts, government approval, license or any other document restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party B do not contain any misrepresentations or omissions of material facts.

4.2 乙方陈述和保证如下:

Party B hereby represents and warrants as follows:

- 4.2.1 乙方是按照中国法律合法注册并有效存续的一家公司。
Party B is a company legally registered and validly existing in accordance with the laws of China;
- 4.2.2 乙方签署并履行本协议是在其法人资格及其业务运营范围之内；
乙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对乙方有约束力或影响的法律或其他限制。
Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party B.
- 4.2.3 本协议构成乙方的合法、有效和有约束力的义务，并应针对其可强制执行。
This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it.
- 4.2.4 不存在将影响乙方履行本协议项下义务的能力的，已经发生且尚未了结的诉讼，仲裁或其他公司法或行政程序，而且据其所知无人威胁将采取上述行动。
No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.
- 4.2.5 乙方已经向甲方披露任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者其资产或业务受到约束的文件，并且乙方此前提供甲方的文件中没有对任何重要事实的不实陈述或者遗漏。
Party B has disclosed to Party A all contracts, government approvals, licenses or any other documents restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party A do not contain any misrepresentations or omissions of material facts.
- 4.2.6 乙方按照本协议的约定，及时足额向甲方支付服务费用，在服务期限内维持与乙方业务相关的许可和资质的持续有效性，积极配合甲方提供服务，接受甲方就乙方业务提出的合理的意见和建议。
Party B shall pay service fees in full and in time to Party A, maintain the licenses and qualifications related to Party B's business, and accept Party A's reasonable opinions and suggestions about Party B's business in accordance with the terms of this Agreement.

- 4.2.7 未经甲方事先书面同意,自本协议签署之日起,乙方不得出售,转让,抵押或以其他方式处置其他任何资产,业务或收入的合法权益,或任何第三方提供担保,或允许任何第三方在其资产或权益上设置任何其他担保权益,但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose in any other way any of its assets or legitimate interests in the business and revenue of Party B, or provide guarantees to any third party, or allow any third party create any other security interest on its assets or equity interests, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.8 未经甲方事先书面同意,自本协议签署之日起,乙方不得发生,继承,保证或容许存在任何债务,但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into, inherit, guarantee or allow the existence of any debt, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.9 未经甲方事先书面同意,自本协议签署之日起,乙方不得签署任何重大合同(就本段而言,如果一份合同的价值超过人民币 10 万元,即被视为重大合同),但在日常经营活动中签署的合同除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into any material contracts (for the purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed to be a material contract), except the contracts entered into in the ordinary course of business.

- 4.2.10 未经甲方事先书面同意,自本协议签署之日起,乙方不得与任何第三方合并,兼并或组成联合实体,或收购任何第三方或被收购或控制,增加或减少其注册资本,或者以其他任何方式改变其注册资本结构。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not merge with or takeover any third party or form any jointly controlled entity with any third party, or acquire any third party, to be acquired by or controlled by any third party, increase or reduce its registered capital, or alter the structure of the registered capital in any other way.

- 4.2.11 在相关中国法律允许的前提下,乙方将委任甲方推荐的人担任其董事;除非取得甲方的事先书面同意或有法定理由,乙方不得以其他任何原因拒绝委任甲方推荐的人选。

Subject to permission under relevant laws of China, Party B shall elect the candidates Party A nominates as directors. Unless prior consent is obtained from Party A or due to statutory reasons, Party B

shall not refuse the candidates Party A nominates for any other reasons.

- 4.2.12 自本协议签署之日起, 乙方委托甲方保管与控制对乙方日常营运重要相关证书及公章, 包括乙方营业执照, 组织机构代码证, 公章, 合同章, 财务专用章及法定代表人章。

Since the date of signing this Agreement, Party B shall entrust Party A to retain and exercise physical control of the seals and certificates of Party B that are crucial to the ordinary course of business of Party B, including business licenses, organization code certificates, official seals, contract stamps, finance stamps and legal representative stamps of Party B.

- 4.3 双方在此同意:

Parties hereby agree as follows:

- 4.3.1 双方承诺, 一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方及/或其附属公司、分公司可以合法从事乙方的业务, 双方将在该等乙方的股权全部转让给甲方后立即解除本协议。

The Parties undertake to terminate this Agreement after the transfer of Party B's equity interests to Party A in the event that Party A is allowed to and elects to hold Party B's equity interests directly and Party A and/or its subsidiary or branch is allowed to operate Party B's business legally in accordance with applicable PRC laws.

5. 生效和有效期

Effectiveness and Term

- 5.1 本协议自双方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或双方另行签署的其他协议的规定提前终止, 本协议有效期为 10 年。有效期满后, 除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方, 上述有效期将无限次延长, 每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless earlier terminated in accordance with the provisions of this Agreement or relevant agreements separately executed between the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

- 5.2 在本协议期限内, 如果乙方破产或依法解散或其所有股权已根据双方与乙方的直接和间接现有股东于本协议同一日签署的《独家股权购买权协议》全部转让给甲方, 本协议将自动终止。

During the term of this Agreement, if Party B goes bankrupt, or is dissolved by law, or transfers all its shares to Party A pursuant to the exclusive option agreement executed between Party A, Party B and the direct and indirect current shareholders of Party B on the same date of this Agreement, this Agreement will automatically terminate.

6. 终止

Termination

- 6.1 除非依据本协议的有关条款续期，本协议应于期满之日并经甲方书面通知后终止。

Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated by the written termination notice by Party A upon the date of expiration hereof.

- 6.2 本协议有效期内，(a) 双方经协商一致，可提前终止本协议；(b) 甲方可在任何时候通过提前 30 天向乙方发出书面通知提前终止本协议；(b) 乙方无权单方提前终止本协议。

During the term of this Agreement, (a) the Parties may terminate this Agreement early upon mutual agreement; (b) Party A may terminate this Agreement early by giving 30 days' prior written notice to Party B at any time; and (c) Party B may not unilaterally terminate this Agreement prior to the expiration date.

- 6.3 在本协议终止之后，双方在第 3、7 和 8 条项下的权利和义务应继续有效。The rights and obligations of the Parties under Sections 3, 7 and 8 shall survive the termination of this Agreement.

- 6.4 本协议由于任何原因提前终止或期满并不免除任何一方在本协议终止日或期满日前到期的本协议项下所有付款义务(包括但不限于服务费)，也不免除本协议终止前发生的任何违约责任。本协议终止前所产生的应付服务费应在本协议终止之日起 15 个工作日内支付给甲方。

In case of early termination, for whatever reason, or due expiration of this Agreement, payment obligations of either Party outstanding as of the date of such termination or expiration, including without limitation with respect to the Service Fees, shall not be waived, nor shall any default liability accrued as of the termination of this Agreement be waived. The Service Fees accrued as of the termination of this Agreement shall be paid to Party A within fifteen (15) working days following the termination of this Agreement.

7. 违约责任

Liability for Breach of Agreement

- 7.1 除本协议其他条款规定外，如果一方(“违约方”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“受损害方”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“补救期”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因其违约行为所导致的一切责任，并且赔偿因其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 7.2 除法律明确规定外，乙方无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, Party B do not have the right to terminate this Agreement due to Party A's breach of this Agreement.

8. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 8.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国法律管辖。
The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by laws of China.

- 8.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 8.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 8.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变，应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 8.5 受限于中国法律的规定，仲裁庭可以就乙方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定乙方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 乙方的注册成

立地（即中国深圳）；及（iv）最终控股股东或乙方主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted bylaws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party B (i.e. Shenzhen, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party B's principal assets are located shall have jurisdiction for the aforesaid purpose.

9. 补偿

Indemnification

对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

10. 通知

Notices

10.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

10.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

10.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

10.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方：陆控（深圳）科技服务有限公司

Party A: Lufax Holding (Shenzhen) Technology Service Co., Ltd.

地址：深圳市前海深港合作区前湾一路1号A栋201室（入驻深圳市前海商务秘书有限公司）

Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) 收件人：法定代表人

Attn: Legal Representative

乙方：深圳市陆控企业管理有限公司

Party B: Shenzhen Lufax Holding Enterprise Management Co., Ltd.

地址：深圳市前海深港合作区前湾一路1号A栋201室（入驻深圳市前海商务秘书有限公司）

Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.)

收件人：法定代表人

Attn: Legal Representative

10.3 任何一方均可按本条条款通过向另一方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

11. 转让 Assignment

11.1 未经甲方的事先书面同意，乙方不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

11.2 乙方同意，甲方可以通过向乙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

12. 弃权；累积性救济

Waiver; Accumulative Remedies

- 12.1 一方对另一方违反或不履行本协议任何约定给予的任何豁免不应视为是该方对随后违反或不履行此等约定或本协议项下其他约定的豁免。未行使或拖延行使本协议项下任何权利或救济权不构成对本协议有关约定的豁免。

No waiver by a Party of any breach or non-fulfilment by the other of any provisions of this Agreement will be deemed to be a waiver of any subsequent breach or non-fulfilment of that or any other provision hereunder, and no failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver of the relevant provision or provisions of this Agreement.

- 12.2 对本协议项下权利或救济权的一次或部分行使不应妨碍或限制对此等权利或救济权的进一步行使。每一方在本协议项下的权利和救济权是累积的，且不排除法定的任何权利和救济权。

No single or partial exercise of any right or remedy under this Agreement will preclude or restrict the further exercise of any such right or remedy. The rights and remedies of each Party provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

13. 可分割性

Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

14. 修订、更改与补充

Amendment, Change and Supplement

- 14.1 对本协议作出的任何修订、更改与补充，均须经双方签署书面协议。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by the Parties.

- 14.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。
If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

15. 继续有效
Survival

- 15.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。
Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.
- 15.2 第 8、10 条和本第 15 条的规定在本协议终止后应继续有效。
The provisions of Sections 8, 10 and this Section 15 shall survive the termination of this Agreement.

16. 其他
Miscellaneous

- 16.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式五（5）份，每一方各持一份原件，其余由甲方留存备用，每份具有同等的法律效力。
This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in five counterparts, each Party having one original and Party A keeping the others; each counterpart has equal legal validity.
- 16.2 本协议对双方的合法受让人及继受人均具有约束力。
This Agreement is binding on the legitimate assigns and successors of both Parties.
- 16.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。
Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written

consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

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huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

甲方：陆控（深圳）科技服务有限公司
Party A: Lufax Holding (Shenzhen) Technology Service Co., Ltd.

签署：
By: 
姓名：计葵生
Name: GREGORY DEAN GIBB
职务：法定代表人
Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE BUSINESS COOPERATION AGREEMENT

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

乙方： 深圳市陆控企业管理有限公司
Party B: Shenzhen Lufax Holding Enterprise Management Co., Ltd.

签署： 
By: _____
姓名： 李仁杰
Name: Li Renjie
职务： 法定代表人
Title: Legal Representative



SIGNATURE PAGE TO EXCLUSIVE BUSINESS COOPERATION AGREEMENT

独家股权购买权协议
Exclusive Equity Interest Option Agreement

本独家股权购买权协议（下称“本协议”）由以下各方于 2018 年 11 月 21 日在上海签署：

This Exclusive Equity Interest Option Agreement (this “**Agreement**”) is executed by and among the following Parties on November 21, 2018 in Shanghai:

陆控（深圳）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室（入驻深圳市前海商务秘书有限公司）（“甲方”）。甲方的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司间接持有。

Lufax Holding (Shenzhen) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) (“**Party A**”). The equity interests of Party A is indirectly held by Lufax Holding Ltd (“**Ultimate Controlling Shareholder**”), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区八卦岭八卦三路平安大厦四楼（“平安金科”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at the fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen (“**PinganJinke**”).

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“上海兰帮”）。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai (“**Shanghai Lanbang**”).

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市高新区经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District,, Urumchi, Xinjiang (“**Xinjiang Tongjun**”).

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”，与平安金科、上海兰帮、新疆同君合称为“直接股东”或“乙方”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet (“**LinzhiJinsheng**”, **PinganJinke**, **Shanghai Lanbang**, **Xinjiang Tongjun**, and **LinzhiJinsheng**, collectively as the “**Direct Shareholder**” or “**Party B**”).

深圳市陆控企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为

深圳市前海深港合作区前湾一路1号A栋201室（入驻深圳市前海商务秘书有限公司）（“丙方”或“运营实体”）。

Shenzhen Lufax Holding Enterprise Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) ("**Party C**" or the "**OPCO**")

杨学连，一名中国公民，身份证号为410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“个人股东”，个人股东与直接股东以下合称“股东”。）

(**Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei**, collectively as the "**Individual Shareholders**"; the Individual Shareholders and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为运营实体登记在册的合法股东，合计持有运营实体100%的股权：

The Direct Shareholders are the registered shareholders of the OPCO and collectively hold 100% of the equity interests in the OPCO.

直接股东有意授予甲方一项购买其所持有的运营实体的全部或部分股权的不可撤销的、专有的选择权；

The Direct Shareholders intend to grant **Party A** an irrevocable and exclusive right to purchase all or part of the equity interests in the OPCO then held by them;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）；并且

The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

各股东及运营实体同意就甲方行使此等股权购买权(定义见下述)给予一切必要的配合。
The Shareholders and OPCO agree to render all necessary cooperation to the exercise of the Equity Interest Purchase Option (as defined below) by Party A.

现各方协商一致, 达成如下协议:

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 股权买卖

Sale and Purchase of Equity Interest

1.1 授予权利

Option Granted

- 1.1.1 乙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权, 使甲方在中国法律允许的前提下, 有权自行决定步骤, 并按照本协议第 1.3 条所述的价格, 随时一次或多次从乙方购买, 或指定一人或多人(各称为“被指定人”)从乙方购买其所持有的运营实体的全部或部分股权(“股权购买权”)。受限于本协议的条款和条件, 在中国法律法规允许的情况下, 甲方拥有绝对的自由裁量权来决定其行使股权购买权的具体时间、方式和次数。除甲方和被指定人外, 任何第三人均不得享有股权购买权或其他与乙方持有的运营实体股权有关的权利。运营实体特此同意直接股东向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the equity interests in the OPCO then held by Party B once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Equity Interest Purchase Option"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of the OPCO held by Party B. The OPCO hereby agrees to the grant by the Direct Shareholders of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

- 1.1.2 各股东和运营实体在此同意和确认乙方根据本协议第 1.1.1 条的规定授予甲方该股权购买权并承诺将采取所有必要行动促使乙方履行其在本协议项下的所有义务, 包括但不限于, 通过乙方向甲方或被指定人转让运营实体的股权或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and the OPCO hereby agree and confirm on Party B's grant

of the Equity Interest Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party B to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party B to transfer any equity interests of the OPCO to Party A or a Designee or to perform any other obligations under this Agreement.

1.1.3 在本协议签署之日，乙方应向甲方交付：

On the date of the execution of this Agreement, Party B shall deliver to Party A:

- (a) 两份已妥为签署但未注明日期的转让协议，全部文件形式、内容均应令甲方满意，和/或形式在大体上如附录所示；以及
Two sets of undated duly executed transfer agreement in a form and substance satisfactory to Party A and/or substantially in the form set out in the Appendix hereto; and
- (b) 为使转让任何本协议项下被购买的股权有效，甲方要求的及令其满意的所有文件。
all other documents as required by and satisfactory to Party A in order to effect a valid transfer of any equity interests purchased under this Agreement.

1.2 股权购买权行使步骤

Steps for Exercise of Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知(“股权购买通知”)，股权购买通知应载明以下事项：(a)甲方行使股权购买权的决定；(b)甲方拟从乙方购买的股权总额(“被购买的股权”)；和(c)被购买的股权的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "**Equity Interest Purchase Option Notice**"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "**Optioned Interests**"); and (c) the date for purchasing the Optioned Interests and/or the date for transfer of the Optioned Interests.

1.3 股权买价及其支付

Equity Interest Purchase Price and Its Payment

1.3.1 被购买的股权的买价(“股权买价”)应等于以下三项的较高者：

the purchase price for the Optioned Interests (the "**Equity Interest Purchase Price**") shall be equal to the higher of below:

(i) 截至股权购买权行使之日，运营实体的注册资本中所对应的出资总额乘以被购买的运营实体的股权比例；

(i) as of the date of exercising the Equity Interest Purchase Option, the total capital contribution to the registered capital of the OPCO multiplied by the percentage of equity interests in the OPCO purchased;

(ii) 甲方向乙方提供的贷款金额（包括本金及利息）乘以被购买的运营实体的股权比例（如适用）；及

(ii) the amount of loan (including the principal and interest) provided by Party A to Party B multiplied by the percentage of equity interests in the OPCO purchased (if applicable); and

(iii) 中国法律法规允许的最低价格。

(iii) the lowest price permitted under PRC law.

- 1.3.2 在依据中国法律对股权买价进行必要的税务代扣代缴（如适用）以后，股权买价由甲方或被指定人在被购买的股权正式转让至甲方或被指定人名下之日（即运营实体换发新的企业营业执照之日）起两个月内以人民币现汇至乙方指定账户。乙方应在收到股权买价之日起一个月内全部返还给甲方或被指定人。

After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Equity Interest Purchase Price shall be wired by Party A or its Designee(s) in RMB currency at spot exchange rate to the bank account(s) designated by Party B within two months after the date on which the Optioned Interests are officially transferred to Party A and its Designee(s) (i.e. a new Enterprise Business License of the OPCO is issued). The Equity Interest Purchase Price shall be repaid in full to Party A or its designee(s) within one month upon Party B's receipt of it.

- 1.3.3 甲方和/或被指定人应有权以其持有的对乙方的债权抵销股权买价。

Party A or its Designee(s) shall be entitled to offset the Equity Interest Purchase Price by the claims against Party B.

1.4 转让被购买的股权 Transfer of Optioned Interests

每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 股东应促使运营实体和乙方及时召开股东会会议，在该会议上，应通过决议，批准乙方向甲方和/或被指定人转让被购买的股权；

Shareholders shall cause the OPCO and Party B to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);

- 1.4.2 甲方有权将任何或所有被购买的股权转入甲方或被指定人名下以及/或者在所有方面均以被购买的股权实益拥有人身份行事，如由此造成损失，甲方不对此承担责任。

Party A shall have the right to effect the transfer of any and all of the Optioned Interests into its name or the name(s) of its Designee(s) and/or without liability on the part of Party A in the event of loss, act in all respects as the beneficial owner of the Optioned Interests.

- 1.4.3 此外，股东和运营实体应签署所有其他必要合同、协议或文件（包括但不限于公司章程修正案），取得全部必要的政府执照和许可（包括但不限于公司的营业执照），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的股权的有效所有权转移给甲方和/或被指定人，并促使甲方和/或被指定人成为被购买的股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、股权质押协议项下产生的任何担保权益。本款及本协议所规定的“股权质押协议”指甲方、乙方和运营实体及相关方于本协议签署之日签署的股权质押协议，乙方根据相关协议向甲方质押其在运营实体的全部乙方股权。

Notwithstanding the foregoing, the Shareholders and the OPCO shall execute all other necessary contracts, agreements or documents (including without limitation the Amendments of the Articles of Association of the company), obtain all necessary government licenses and permits (including without limitation the Business License of the company) and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and the Share Pledge Agreement. "Share Pledge Agreement" as used in this Section and this Agreement shall refer to the relevant Share Pledge Agreement executed by and among Party B, the OPCO, Party A and other parties thereto as of the date hereof, under which Party B pledges all of its equity interests in the OPCO in favor of Party A.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和运营实体在此分别并连带地承诺：

The Shareholders and the OPCO hereby jointly and severally covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修订运营实体章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；
Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of the OPCO, increase or decrease its registered capital, or change its structure of registered capital in other manners;
- 2.1.2 按照良好的财务和商业标准及惯例，保持运营实体的存续，审慎地及有效地经营运营实体业务和处理其事务，并且促使运营实体履行其在独家业务合作协议项下的义务；本款及本协议所规定的“独家业务合作协议”

指甲方及运营实体于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向运营实体提供相关的业务支持、技术服务和咨询服务；

They shall maintain the OPCO's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause the OPCO to perform its obligations under the Exclusive Business Cooperation Agreement; **"Exclusive Business Cooperation Agreement"** in this Section and this Agreement refers to the exclusive business cooperation agreement executed by Party A and the OPCO on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to the OPCO;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置运营实体的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of the OPCO or legal or beneficial interest in the business or revenue of the OPCO, or allow the encumbrance thereon of any security interest, other than the financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.4 在如 3.7 条所描述的法定清算后，乙方将向甲方全额支付其依法收取的任何剩余款项，或促使发生该等支付行为。如中国法禁止该等支付，乙方将在中国法许可的情形下向甲方或甲方指定的一方支付该收入；

After mandatory liquidation described in Section 3.7 below, Party B will remit in full to Party A any residual interest Party B receives or cause it to happen in compliance with law. If such transfer is prohibited by the laws of PRC, Party B will remit the proceeds to Party A or its designated person(s) in a manner permitted under the laws of PRC;

- 2.1.5 未经甲方的事先书面同意，丙方不发生、继承、保证或允许存在任何债务，但(i)在日常经营活动中而不是通过贷款产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；

Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 2.1.6 一直在日常经营活动中经营运营实体的所有业务，以保持运营实体的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

They shall always operate all of the OPCO's businesses during the ordinary course of business to maintain the asset value of the OPCO and refrain from any action/omission that may affect the OPCO's operating status and asset value;

- 2.1.7 未经甲方的事先书面同意，不得促使运营实体签署任何重大合同，(就本段而言，如果一份合同的价值超过人民币 10 万元，即被视为重大合同)，但在日常经营活动中签署的合同除外；

Without the prior written consent of Party A, they shall not cause the OPCO to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts entered into in the ordinary course of business;

- 2.1.8 未经甲方的事先书面同意，不得促使运营实体向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not cause the OPCO to provide any person with any loan or credit or guarantee in any form, other than the financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.9 应甲方的要求，向其提供所有关于运营实体的营运和财务状况的资料；
They shall provide Party A with information on the OPCO's business operations and financial condition at Party A's request;

- 2.1.10 如甲方提出要求，应从甲方接受的保险公司处购买和持有有关运营实体资产和业务的保险，该保险的金额和险种应与经营运营实体类似业务的公司一致；

If requested by Party A, they shall procure and maintain insurance in respect of the OPCO's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by the OPCO;

- 2.1.11 未经甲方的事先书面同意，不得促使或允许运营实体与任何人合并或联合，或对任何人进行收购或投资，或促使或允许运营实体出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外)；

Without the prior written consent of Party A, they shall not cause or permit the OPCO to merge, consolidate with, acquire or invest in any person, and/or cause or permit the OPCO to sell assets with a value higher than RMB 100,000 (other than the transactions conducted by the OPCO in its ordinary course of business);

- 2.1.12 应将发生的或可能发生的与运营实体资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对运营实体的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施；

They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the OPCO's assets, business or revenue and any circumstances that may adversely affects the OPCO's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;

- 2.1.13 为保持运营实体对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

To maintain the ownership by the OPCO of all of its assets, they shall execute

all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

- 2.1.14 未经甲方事先书面同意，应确保运营实体不得以任何形式派发股息予其股东，但一经甲方书面要求，运营实体应立即将所有可分配利润分配给其股东；及

Without the prior written consent of Party A, they shall ensure that the OPCO shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, the OPCO shall immediately distribute all distributable profits to its shareholders; and

- 2.1.15 应甲方的要求，应委任由其指定的任何人士担任运营实体的董事以及/或者罢免在任的运营实体的董事。

At the request of Party A, they shall appoint any persons designated by Party A as directors of the OPCO or replace any existing director(s) of the OPCO.

- 2.1.16 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方行使股权购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfill any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Equity Interest Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfill its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺

Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 未经甲方的事先书面同意，乙方不得出售、转让、抵押或以其他方式处置其拥有的运营实体的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据股权质押协议在该股权上设置的质押则除外；

Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides;

- 2.2.3 乙方应促使运营实体股东会 and/或董事会不批准在未经甲方的事先书面同意的情况下, 出售、转让、抵押或以其他方式处置乙方拥有的运营实体的股权的任何合法或受益权益, 或允许在其上设置任何担保权益的产权负担, 但根据股权质押协议在该股权上设置的质押则除外;
Party B shall cause the shareholders' meeting and/or the board of directors of the OPCO not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;
- 2.2.4 乙方应促使运营实体股东会或董事会不批准在未经甲方的事先书面同意的情况下, 运营实体与任何人合并或联合, 或对任何人进行收购或投资, 以及其他根据本协议的约定需取得甲方事先书面同意的事项;
Party B shall cause the shareholders' meeting or the board of directors of the OPCO not to approve the OPCO's merger or consolidation with any person, or the acquisition of or investment in any person, or other matters that require the prior written consent of Party A under this Agreement, without the prior written consent of Party A;
- 2.2.5 乙方应将发生的或可能发生的关于其拥有的运营实体的股权的任何诉讼、仲裁或行政程序立即通知甲方;
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO held by Party B;
- 2.2.6 乙方应促使运营实体股东会或董事会表决批准本协议规定的被购买的股权的转让并采取甲方可能要求的任何及所有其他行动;
Party B shall cause the shareholders' meeting or the board of directors of the OPCO to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- 2.2.7 为保持其对运营实体的股权的所有权, 乙方应签署所有必要或适当的文件, 采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩;
To maintain Party B's ownership in the OPCO, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and

appropriate defenses against all claims;

2.2.8 应甲方的要求，乙方应委任由甲方指定的任何人士出任运营实体的董事；
Party B shall appoint any designee of Party A as director of the OPCO, at the request of Party A;

2.2.9 应甲方随时要求，乙方应根据本协议项下的股权购买权向甲方或被指定人立即和无条件地转让其在运营实体的股权，并且乙方在此放弃运营实体的其他任何现有股东进行股权转让时，其享有的优先购买权（如有）；
At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in the OPCO to Party A or its Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and Party B hereby waives its right of first refusal to the share transfer by any of the other existing shareholders of the OPCO (if any);

2.2.10 乙方应严格遵守本协议及乙方、运营实体与甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本协议项下，或本协议相同各方签署的股权质押合同或股权表决权委托协议项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利；及

Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, the OPCO and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests under this Agreement, the Share Pledge Agreement or the Voting Proxy Agreement among the same parties hereto, Party B shall not exercise such rights except in accordance with the written instructions of Party A; and

2.2.11 乙方将其拥有的丙方的股权全部质押给甲方，并签署相关的股权质押协议。

Party B shall pledge to Party A all of its equity interests in Party C and execute the relevant share pledge agreements.

3. 陈述和保证

Representations and Warranties

股东和运营实体特此在本协议签署之日和被购买的股权的每一个转让日向甲方共同及分别陈述和保证如下：

The Shareholders and the OPCO hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

3.1 其具有授权签署和交付本协议和其为一方的、被购买的股权的任何股权转让协议（各称为“转让协议”），并履行其在本协议和任何转让协议项下的义务。乙方同意在甲方行使股权购买权时，若甲方要求，签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务，并对其

可强制执行；

They have the authority to execute and deliver this Agreement and any equity interest transfer agreement with respect to the Optioned Interests to which they are a party (each, a "Transfer Agreement"), and to perform their obligations under this Agreement and any Transfer Agreement. Party B agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Equity Interest Purchase Option if requested by Party A. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 若甲方在本协议持续期间提出要求，如乙方尚未作出下列行动，则应促使股份转至甲方和/或甲方指定人士名下，由甲方和/或甲方指定人士根据本协议条款及在本协议条款规限下持有转让股份，及该等转让登记在公司簿册，并办理相关工商登记或备案手续。

On demand made by Party A at any time during the continuance of this Agreement, if Party B has not already done so, they shall procure that the equity and such other equity interest transfer as Party A may stipulate in writing are transferred into the name of Party A and/or its nominee(s) who shall hold the equity upon and subject to the terms of this Agreement and such transfers are registered in the books of the company and relevant registration or filing with the competent industry and commerce authority is completed.

- 3.3 无论是本协议或任何转让协议的签署和交付，还是本协议或任何转让协议项下的义务，均不得：(i)导致对中国的任何适用法律的任何违反；(ii)与运营实体章程、规章或其他组织文件相抵触；(iii)导致对其是一方或对其有约束力的任何合同或文书的违反，或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约；(iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反；或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件；

The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of the OPCO; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在运营实体拥有的股权拥有良好和可出售的所有权。除本协议和股权质押协议外，乙方在该等股权上没有设置任何担保权益；

Party B has a good and merchantable title to the equity interests in the OPCO it holds. Except for this Agreement and the Share Pledge Agreement, Party B has not placed any security interest on such equity interests;

- 3.5 运营实体对其所有资产拥有良好和可出售的所有权。除甲方、乙方和运营实体于本协议签署之日签署的独家资产购买权协议外，上述资产上没有设置任何担保权益；

The OPCO has a good and merchantable title to all of its assets, and except for the Exclusive Asset Option Agreement executed among Party A, Party B and the OPCO as of the date hereof, the OPCO has not placed any security interest on the aforementioned assets;

- 3.6 运营实体没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；

The OPCO does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 3.7 如果运营实体应中国法律要求解散或清算，其应在中国法律许可的范围内，并按中国法律允许的最低价格将其所有的资产出售予甲方或甲方指定的其他合格主体。该运营实体在届时有效的中国法适用范围内豁免甲方或其指定之合格主体因此而产生的任何支付义务；或任何该交易产生之收益应在届时有效的中国法适用的范围内，作为独家业务合作协议下之服务费之一部分而支付予甲方或甲方指定的合格主体；

If the laws of PRC requires it to be dissolved or liquidated, a OPCO shall sell all of its assets to the extent permitted by the laws of PRC to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable laws of PRC. Any obligation for Party A or the qualifying entity designated by Party A to pay the OPCO as a result of such transaction shall be forgiven by the OPCO or any proceeds from such transaction shall be paid to Party A or the qualifying entity designated by Party A in partial satisfaction of the service fees under the Exclusive Business Corporation Agreement, as applicable under then-current laws of PRC;

- 3.8 运营实体遵守适用的中国所有法律和法规；及

The OPCO has complied with all laws and regulations of China; and

- 3.9 没有悬而未决的或可能发生的与在运营实体的股权、资产或运营实体有关的诉讼、仲裁或行政程序。

There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO, assets of the OPCO or the OPCO.

- 3.10 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement.

Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期
Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任
Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外，如果一方(“违约方”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“受损害方”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“补救期”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因违约方行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("Breaching Party") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("Aggrieved Party") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("Cure Period"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务，运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.
- 5.3 除法律明确规定外，股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.
6. 管辖法律、争议解决和法律变更
Governing Law, Resolution of Disputes and Change in Laws
- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。
The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.
- 6.2 如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。
In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.
- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。
Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.
- 6.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批

准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定各方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 运营实体的注册成立地（即中国深圳）；及 (iv) 最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of the Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shenzhen, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. 税款和费用
Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转

让协议项下规定的交易,支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. 通知 Notices

- 8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定: All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的,则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

- 8.1.2 通知如果是通过传真发出的,则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

- 8.2 为通知的目的,各方地址如下:
For the purpose of notices, the addresses of the Parties are as follows:

公司: 陆控(深圳)科技服务有限公司

Company: Lufax Holding (Shenzhen) Technology Service Co., Ltd.

地址: 深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海商务秘书有限公司)

Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.)

收件人: 法定代表人

Attn: Legal Representative

公司: 深圳市陆控企业管理有限公司

Company: Shenzhen Lufax Holding Enterprise Management Co., Ltd.

地址: 深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海商务秘书有限公司)
Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.)
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区八卦岭八卦三路平安大厦四楼
Address: Fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路2277号1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 新疆乌鲁木齐市经济技术开发区厦门路21号四楼46号
Address: No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼301室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路288号3号楼1603室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街3号中国电子大厦B座10层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 8.3 任何一方均可按本条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. 保密责任
Confidentiality

各方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到其他各方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露, 该一方应对违反本协议承担法律责任。无论本协议以任何理由终止, 本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. 进一步保证
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件, 以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一

步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. 其他
Miscellaneous

11.1 修订、更改与补充
Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。
If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 完整合同
Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分，并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 标题
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 语言

Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由乙方持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Party B having the others; each counterpart has equal legal validity.

11.5 可分割性 Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 继任者 Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。

The provisions of Sections 6, 8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 转让 Assignment

未经甲方的事先书面同意, 股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意, 甲方可以通过向乙方和丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务, 而无需经过乙方、运营实体或任何股东的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B and Party C but without the consent of Party B, the OPCO or any Shareholder.

11.10 弃权 Waivers

任何一方均可以对本协议的条款和条件作出弃权, 但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

陆控（深圳）科技服务有限公司
Lufax Holding (Shenzhen) Technology Service Co., Ltd

签署：

By:

姓名：计葵生

Name: GREGORY DEAN GIBB

职务：法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

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深圳市陆控企业管理有限公司
Shenzhen Lufax Holding Enterprise Management Co., Ltd.

签署:

By:

姓名: 李仁杰

Name: Li Renjie

职务: 法定代表人

Title: Legal Representative



Handwritten signature of Li Renjie in black ink.

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 周廷源

Name: Zhou Tingyuan

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 石京魁

Name: Shi Jingkui

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署：

By:

姓名： 窦文伟

Name: Dou Wenwei

职务： 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership

签署：

By: _____

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

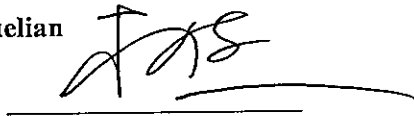
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

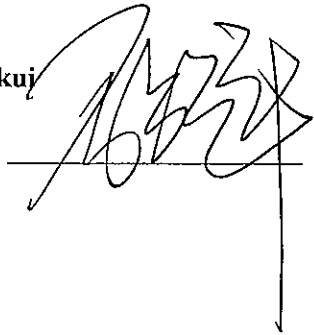
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SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be '石京魁', is written over a horizontal line. A vertical line extends downwards from the end of the signature.

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

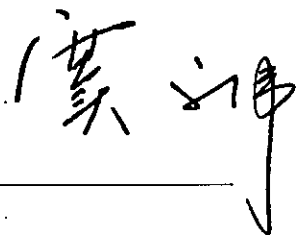
有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

窦文伟
Dou Wenwei

签署：

By: _____



huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

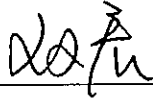
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By: _____



huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

SIGNATURE PAGE TO EXCLUSIVE EQUITY INTEREST OPTION AGREEMENT

附录
Appendix
股权转让协议样式
Form of Equity Interest Transfer Agreement

股权转让协议
Equity Interest Transfer Agreement

本协议由下述当事人于【】年【】月【】日签署：
THIS AGREEMENT is made on the 【】 day of 【】 BETWEEN:

甲方(转让方): 深圳平安金融科技咨询有限公司、上海兰帮投资有限责任公司、
新疆同君股权投资有限合伙企业、林芝金生投资管理合伙企业(有
限合伙)
Party A (Transferor): Shenzhen Pingan Financial Technology Consultation Company;
Shanghai Lanbang Investment Company; Xinjiang Tongjun Equity
Investment Limited Partnership; Linzhi Jinsheng Investment
Management Limited Partnership

乙方(受让方): 陆控(深圳)科技服务有限公司
Party B (Transferee): Lufax Holding (Shenzhen) Technology Service Co., Ltd.

深圳市陆控企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为
深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海商务秘书有限公司)
("公司")。

Shenzhen Lufax Holding Enterprise Management Co., Ltd., a limited liability company
organized and existing under the laws of PRC, with its address at Room A201, No.1,
Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone,
Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) ("**Company**");

甲方、乙方以及公司已于【】年【】月【】日签署独家股权购买权协议, 由甲方授予乙
方一项购买甲方所持有的全部或部分公司股权的不可撤销的、专有的选择权("购买权
协议");

Party A, Party B and the Company entered into an Exclusive Equity Interest Option
Agreement dated 【】, whereby Party B is granted an irrevocable, exclusive option to purchase
all or part of the equity interests owned by Party A in the Company ("**Option Agreement**").

甲乙双方经过友好协商, 就公司股权转让事宜, 达成协议如下:

Party A and Party B have, through mutual negotiations, reached agreement in connection with
the transfer of the equity interest of the Company upon and subject to the following terms and
conditions:

第1条 拟转让的股权
Clause 1 Equity Interest to Be Transferred

1.1 在本协议以及购买权协议的条款和条件下, 甲方同意将自己所持有公司_____%
的不存在任何第三方权益(购买权协议以及甲方、乙方、公司及其他相关方于【】
年【】月【】日签署的股权质押协议("股权质押协议")约定的权益除外)股

权及其在本协议日期所附带的所有权利、收益、股息及权益（“转让股权”）转让给乙方。股权转让完成后，乙方将获得公司_____%的股份，享有股东权利，包括更换董事、选择高级管理者和经营决策等权利。

Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer _____% of the equity interest free from any third party rights (except as agreed by Parties under the Option Agreement and the Share Pledge Agreement ("Share Pledge Agreement") executed on 【 】 between Party A, Party B, the Company and other parties thereto) in the Company which it currently holds and all rights, benefits, dividends and entitlements attaching thereto as at the date of this Agreement ("Sale Equity Interest") to Party B, in each case, subject to the performance of the Option Agreement and the Share Pledge Agreement, free of encumbrances and together with all rights, benefits, dividends and entitlements attaching thereto at the date of this Agreement. Upon completion, Party B shall hold _____% of the equity interest in the Company, be entitled to the shareholders' rights such as change directors, electing senior management and making decisions on the business operations, etc.

- 1.2 甲方在此放弃、且同意促成放弃，在适用的中国法律、公司章程或其他规定下可能存在的对股权转让的任何限制。

Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of equity interest under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 价格及支付方式

Clause 2 Consideration and Payment

- 2.1 转让股权的转让总价为_____人民币。

The aggregate consideration for the transfer of the Sale Equity Interest shall be RMB _____.

- 2.2 乙方支付的股权价格，应在转让股权正式转让至乙方名下之日（即公司换发新的企业营业执照之日）起两个月内，以人民币现汇至甲方指定账户。

Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the date on which the Sale Equity Interest is officially transferred to Party B (i.e. a new Enterprise Business License of the Company is issued).

第3条 双方责任和义务：

Clause 3 Responsibilities and Obligations of Both Parties

- 3.1 甲方责任和义务

Responsibilities and Obligations of Party A

- (a) 除履行购买权协议和股权质押协议外，甲方保证其向乙方转让的股权之上不存在任何第三方权益，且附带有在本协议日期的所有权利、收益、股息及权益，无法律瑕疵，可以对抗任何第三人。

Except for the performance of the Option Agreement and the Share Pledge Agreement, Party A represents and warrants to Party B that its proportion of the Sale Equity Interest to be transferred to Party B are free of encumbrances and are together with all rights, benefits, dividends and entitlements attaching

thereto at the date of this Agreement, which are free of legal defects and can be claimed against any third party.

- (b) 甲方在本协议日期之后的 30 日以内, 将办理、并/或促使公司办理向中国有关部门申请本次股权转让之审批及变更登记等有关手续, 以使本协议拟定的股权变更生效(若适用)。甲方将尽最大的努力尽快办理并在尽可能短的时间内获得这样的批准和登记。

Party A shall, within 30 days of the date of this Agreement, make and/or procure the Company to make the necessary applications to the relevant PRC authorities for all necessary approvals and registrations to effect the transfer of Sale Equity Interest contemplated by this Agreement (if applicable). Party A shall use its best endeavors to expedite the process and obtain all such approvals and registrations within the shortest time possible.

3.2 乙方责任和义务

Responsibilities and Obligations of Party B

- (a) 按照本协议第二条之规定向甲方足额支付价款。
Party B shall make full payment of the consideration for the Sale Equity Interest to Party A in accordance with Clause 2 of this Agreement.
- (b) 向甲方提供办理第 3.1(b)条中提到的本次股权转让手续的合理协助。
Party B shall provide Party A with all such assistance as may be reasonably required for the making of the applications for the transfer of the Sale Equity Interest referred to in Clause 3.1(b).

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定, 应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到另一方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露, 该一方应对违反本协议承担法律责任。无论本协议以任何理由终止, 本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information

disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 权利与义务

Clause 6 Rights and Obligations

股权转让之前, 甲方作为公司股东将按其在公司出资份额享受权利承担义务; 股权转让完成之后, 乙方作为公司的股东将享受权利和承担义务。

Before the sale and purchase of the Sale Equity Interest is completed, Party A shall enjoy all rights and assume all liabilities as shareholder of the Company in proportion to its equity interests in the Company. After the sale and purchase of the Sale Equity Interest is completed, Party B shall enjoy all rights and assume all liabilities as shareholder of the Company.

第7条 管辖法律和争议的解决

Clause 7 Governing Law and Disputes Resolution

- 7.1 本协议的签署、生效、解释和履行, 以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜, 应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 7.2 如果因解释和履行本协议的规定发生任何争议, 双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致, 则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会, 由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行, 仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时, 除争议的事项外, 本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the

matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后,如果在任何时候,任何中国法律、法规或规章的颁布或改变,或对该等法律、法规或规章的解释或适用的改变;应适用以下约定:(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响),各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准;以及(b) 如果由于上述法律变更或新颁布的规定,任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响,各方应利用所有合法的途径取得对遵守该变更或规定的豁免,尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决,受影响一方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定,仲裁庭可以就乙方的股份或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后,任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定,作为财产保全或执行措施,经争议一方请求,具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下,向争议一方提供临时性救济措施。受限于中国法律的规定,(i) 香港,(ii) 开曼群岛,(iii) 公司的注册成立地(即中国深圳);及(iv) 最终控股股东或公司主要资产所在地的法院,对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation

or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of the Company (i.e. Shenzhen, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

第8条 手续费及其他费用

Clause 8 Formality and Other Costs

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第9条 协议的转让

Clause 9 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方，除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方，但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第10条 协议的分割性

Clause 10 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第11条 协议的修改补充

Clause 11 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第12条 通知

Clause 12 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第13条 其它

Clause 13 Miscellaneous

- 13.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

- 13.2 本协议正本一式两份，双方各持 1 份，具有同等的法律效力。

This Agreement shall be executed in 2 counterparts, with each Party having one original with equal legal validity.

- 13.3 本协议自双方签字之日起生效。

This Agreement shall take effect upon the signing by the Parties.

[以下无正文]

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本页无正文，为《股权转让协议》之签署页。

陆控（深圳）科技服务有限公司（盖章）

签署：_____

姓名： GREGORY DEAN GIBB

职务： 法定代表人



huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

本页无正文，为《股权转让协议》之签署页。

深圳平安金融科技咨询有限公司

签署：_____

姓名：周廷源

职务：法定代表人



huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

本页无正文，为《股权转让协议》之签署页。

上海兰帮投资有限责任公司

签署：

姓名： 石京魁
职务： 法定代表人



huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

本页无正文，为《股权转让协议》之签署页。

新疆同君股权投资有限合伙企业

签署：_____

姓名： 窦文伟
职务： 执行事务合伙人



huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

本页无正文，为《股权转让协议》之签署页。

林芝金生投资管理合伙企业（有限合伙）



签署：_____

姓名： 杨学连
职务： 执行事务合伙人

huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

独家资产购买权协议
Exclusive Asset Option Agreement

本独家资产购买权协议（下称“本协议”）由以下各方于 2018 年 11 月 21 日在上海签署：
This Exclusive Asset Option Agreement (this “Agreement”) is executed by and among the following Parties on November 21, 2018 in Shanghai:

陆控（深圳）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室（入驻深圳市前海商务秘书有限公司）（“甲方”）。甲方的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司间接持有。

Lufax Holding (Shenzhen) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) (**"Party A"**). The equity interests of Party A is indirectly held by Lufax Holding Ltd (**"Ultimate Controlling Shareholder"**), an exempted company with limited liabilities in the Cayman Islands.

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区八卦岭八卦三路平安大厦四楼（“平安金科”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at the fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen (**"PinganJinke"**).

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“上海兰帮”）。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai (**"Shanghai Lanbang"**).

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市高新区经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District,, Urumchi, Xinjiang (**"Xinjiang Tongjun"**).

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”，与平安金科、上海兰帮、新疆同君合称为“直接股东”或“乙方”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet (**"LinzhiJinsheng"**, PinganJinke, Shanghai Lanbang, Xinjiang Tongjun, and LinzhiJinsheng, collectively as the **"Direct Shareholder"** or **"Party B"**).

深圳市陆控企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室（入驻深圳市前海商务秘书有限公司）（“丙方”或“运营实体”）。

Shenzhen Lufax Holding Enterprise Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) ("Party C" or the "OPCO").

杨学连, 一名中国公民, 身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁, 一名中国公民, 身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君, 一名中国公民, 身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟, 一名中国公民, 身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

(杨学连、石京魁、王文君、窦文伟以下合称“个人股东”, 个人股东与直接股东以下合称“股东”。)

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中, 上述以下各称“一方”, 合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于:

Whereas:

直接股东为丙方登记在册的合法股东, 合计持有丙方 100% 的资产;

The Direct Shareholders are the registered shareholders of Party C, and collectively hold 100% of the assets of Party C.

丙方有意授予甲方一项购买其所持有的全部资产的不可撤销的、专有的选择权;

Party C intends to grant Party A an irrevocable and exclusive right to purchase all the assets then held by Party C;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函 (“《个人股东承诺函》”); 并且

The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

股东同意就甲方行使此等资产购买权 (定义见下述) 给予一切必要的配合。

The Shareholders agree to render all necessary cooperation to the exercise of the Assets Purchase Option (as defined below) by Party A.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 资产买卖
Sale and Purchase of Assets

1.1 授予权利
Option Granted

- 1.1.1 丙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权，使甲方在中国法律允许的前提下，有权自行决定步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从丙方购买，或指定一人或多人(各称为“被指定人”)从丙方购买其全部或部分资产(“资产购买权”)。受限于本协议的条款和条件，在中国法律法规允许的情况下，甲方拥有绝对的自由裁量权来决定其行使资产购买权(“行权”)的具体时间、方式和次数。除甲方和被指定人外，任何第三人均不得享有资产购买权或其他与丙方资产有关的权利。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party C hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the assets then held by Party C once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Assets Purchase Option"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Assets Purchase Option or other rights with respect to the assets of Party C. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

- 1.1.2 各股东及运营实体在此同意和确认丙方根据本协议第 1.1.1 条的规定授予甲方该资产购买权并承诺将采取所有必要行动促使丙方履行其在本协议项下的所有义务，包括但不限于，通过任何丙方向甲方或被指定人转让丙方的资产或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and OPCO hereby agree and confirm on Party C's grant of the Assets Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party C to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party C to transfer any Assets of Party C to Party A or a Designee or to perform any other obligations under this Agreement.

1.2 资产购买权行使步骤
Steps for Exercise of Assets Purchase Option

甲方行使其资产购买权以符合中国法律和法规的规定为前提。甲方行使资产购买权时，应向丙方发出书面通知(“资产购买通知”)，资产购买通知应载明以下事项：(a)甲方行使资产购买权的决定；(b)甲方拟从丙方购买的资产范围(“被购买的资产”)；和(c)被购买的资产的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Assets Purchase Option by issuing a written notice to Party C (the "Assets Purchase Option Notice"), specifying: (a) Party A's decision to exercise the Assets Purchase Option; (b) the portion of assets to be purchased from Party C (the "Optioned Assets"); and (c) the date for purchasing the Optioned Assets and/or the date for transfer of the Optioned Assets.

1.3 资产买价及其支付

Assets Purchase Price and Its Payment

除甲方行权时中国法律要求评估外，被购买的资产的买价(“资产买价”)应是相关资产的账面净值或届时中国法律所允许的最低价格中的较高者。在依据中国法律对资产买价进行必要的税务代扣代缴(如适用)以后，资产买价由甲方在被购买的资产正式转让至甲方名下并且甲方签署相关资产交接单起两个月内，以人民币现汇至丙方指定账户。资产买价应在丙方收到之日起一个月内全额返还给甲方或被指定人。

Unless an appraisal is required by the laws of China applicable to the Assets Purchase Option when exercised by Party A, the purchase price of the Optioned Assets (the "Assets Purchase Price") shall be the higher of the net book value of the Optioned Assets and the lowest price permitted under PRC law. After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Assets Purchase Price will be wired by Party A in RMB currency at spot exchange rate to the bank account(s) designated by Party C within two months after the Optioned Assets are officially transferred to Party A and Party A executes the relevant asset receipt note. The Assets Purchase Price shall be returned in full to Party A or its designee(s) within one month upon Party C's receipt of it.

1.4 转让被购买的资产

Transfer of Optioned Assets

甲方每次行使资产购买权时：

For each exercise of the Assets Purchase Option:

- 1.4.1 直接股东应及时召开丙方的股东会会议，在该会议上，应通过决议，批准丙方向甲方和/或被指定人转让被购买的资产。股东应采取所有必要行动促使此等股东决议的通过；

The Direct Shareholders shall promptly convene a shareholder's meeting of Party C, at which a resolution shall be adopted approving Party C's transfer of the Optioned Assets to Party A and/or the Designee(s). The Shareholders shall take all necessary actions to procure such shareholder's resolution to be passed;

- 1.4.2 丙方应与甲方和/或被指定人(取适用者)按照本协议及资产购买通知的规定，就每次转让签署格式和内容如本协议附录所示的资产转让协议；

Party C shall execute an asset transfer agreement (in the form set out in the Appendix hereto) with respect to each transfer with Party A and/or each

Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Assets Purchase Option Notice regarding the Optioned Assets;

- 1.4.3 股东和丙方应签署所有其他必要合同、协议或文件，取得或协助甲方取得全部必要的政府执照、许可和登记（若适用），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的资产的有效所有权转移给甲方和/或被指定人并促使甲方和/或被指定人成为被购买的资产的登记在册所有人（若适用）。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议项下产生的任何担保权益。

The Shareholders and Party C shall execute all other necessary contracts, agreements or documents, obtain or assist Party A to obtain all necessary government licenses, permits and registrations (if applicable) and take all necessary actions to transfer valid ownership of the Optioned Assets to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Assets (if applicable). For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest arising from this Agreement.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和丙方在此分别并连带地承诺：

The Shareholders and Party C hereby jointly and severally covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；
Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

- 2.1.2 按照良好的财务和商业标准及惯例，保持丙方的存续，审慎地及有效地经营丙方业务和处理其事务，并且促使丙方履行其在独家业务合作协议项下的义务；本款及本协议所规定的“独家业务合作协议”指甲方及丙方于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向丙方提供相关的业务支持、技术服务和咨询服务；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement; "Exclusive Business Cooperation Agreement" in this Section and this

Agreement refers to the exclusive business cooperation agreement executed by Party A and Party C on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to Party C;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenue of Party C, or allow the encumbrance thereon of any security interest, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.4 未经甲方的事先书面同意，丙方不发生、继承、保证或允许存在任何债务，但(i)在日常经营活动中而不是通过贷款产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；

Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 2.1.5 一直在日常经营活动中运营丙方的所有资产，以保持丙方的资产价值，不进行可能影响其资产价值的任何作为/不作为；

They shall always operate all of Party C's assets during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's asset value;

- 2.1.6 应甲方的要求，向其提供所有关于丙方的资产状况和价值的资料；

They shall provide Party A with information on the status and value of Party C's assets at Party A's request;

- 2.1.7 未经甲方的事先书面同意，不得促使丙方签署任何重大合同(就本段而言，如果一份合同的价值超过人民币 10 万元，即被视为重大合同)，但在日常经营活动中签署的合同除外；

Without the prior written consent of Party A, they shall not cause Party C to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts in the ordinary course of business;

- 2.1.8 未经甲方的事先书面同意，不得促使丙方向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit or guarantee in any form, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.9 如甲方提出要求, 应从甲方接受的保险公司处购买和持有有关丙方资产的保险, 该保险的金额和险种应与经营丙方类似业务的公司一致;
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by Party C;
- 2.1.10 未经甲方的事先书面同意, 不得促使或允许丙方与任何人合并或联合, 或对任何人进行收购或投资, 或促使或允许丙方出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外);
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person, and/or cause or permit Party C to sell assets with a value higher than RMB 100,000(other than financial service transactions conducted by the OPCO in its ordinary course of business);
- 2.1.11 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对丙方的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施;
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue and any circumstances that may adversely affect Party C's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;
- 2.1.12 为保持丙方对其所有资产的所有权, 应签署所有必要或适当的文件, 采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩;
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defences against all claims;
- 2.1.13 未经甲方事先书面同意, 应确保丙方不得以任何形式派发股息予其股东, 但一经甲方书面要求, 丙方应立即将所有可分配利润分配给其股东;
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 应甲方的要求, 应委任由其指定的任何人士担任丙方的董事以及/或者罢免在任的丙方的董事; 及
At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C or replace any existing director(s) of Party C; and
- 2.1.15 若由于丙方或任何股东未能履行其于适用法律下的纳税义务, 导致甲方

行使资产购买权受阻, 甲方有权要求丙方或相关股东履行该纳税义务, 或要求丙方或相关股东支付该税金给甲方, 由甲方代为支付。

If Party C or any of the Shareholders fails to fulfil any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Assets Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfil its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺 Covenants by Shareholders

股东在此分别并连带地承诺:

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 股东应促使丙方股东会或董事会表决批准本协议规定的被购买的资产的转让并采取甲方可能要求的任何及所有其他行动。

The Shareholders shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Assets as set forth in this Agreement and to take any and all other actions that may be requested by Party A.

- 2.2.2 未经甲方事先书面同意, 乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配, 不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何, 除非甲方另行决定, 如乙方收到运营实体的收益、利润分配、分红, 乙方应在中国法允许的范围内, 立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红, 作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favour of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides.

- 2.2.3 股东应严格遵守本协议及其与丙方和甲方共同或分别签署的其他合同的规定, 履行本协议及其他合同项下的义务, 并不进行可能影响其有效性和可强制执行性的任何作为/不作为。

The Shareholders shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among the Shareholders, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof.

- 2.2.4 股东应促使直接股东或丙方董事会否决任何在未经甲方事先书面同意的情形下, 进行根据本协议应事先取得甲方事先书面同意的事项的决议。

The Shareholders shall cause the Direct Shareholders or the board of directors of Party C to vote against any resolution intending to proceed with any matter requiring Party A's prior written consent according to this Agreement without such written consent being obtained from Party A.

3. 陈述和保证

Representations and Warranties

股东和丙方特此在本协议签署之日和被购买的资产的每一个转让日向甲方共同及分别陈述和保证如下：

Shareholders and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Assets, that:

- 3.1 其具有授权签署和交付本协议和其为一方的、被购买的资产的任何资产转让协议(各称为“转让协议”),并履行其在本协议和任何转让协议项下的义务。丙方同意在甲方行使资产购买权时,签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务,并对其可强制执行;
- They have the authority to execute and deliver this Agreement and any asset transfer agreement with respect to the Optioned Assets to which they are a party (each, a "Transfer Agreement"), and to perform their obligations under this Agreement and any Transfer Agreement. Party C agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Assets Purchase Option. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- 3.2 无论是本协议或任何转让协议的签署和交付,还是本协议或任何转让协议项下的义务,均不得:(i)导致对中国的任何适用法律的任何违反;(ii)与丙方章程、规章或其他组织文件相抵触;(iii)导致对其是一方或对其有约束力的任何合同或文书的违反,或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约;(iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反;或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件;
- The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
- 3.3 丙方对其所有资产拥有良好和可出售的所有权,并且除本协议外,在上述资产上没有设置任何担保权益;
- Party C has a good and merchantable title to all of its assets, and except for this Agreement, Party C has not placed any security interest on the aforementioned assets;

- 3.4 丙方没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；
Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 3.5 丙方遵守适用的中国所有法律和法规；及
Party C has complied with all laws and regulations of China; and
- 3.6 没有悬而未决的或可能发生的与在丙方的资产或丙方有关的诉讼、仲裁或行政程序。
There are no pending or threatened litigation, arbitration or administrative proceedings relating to the assets of Party C or Party C.
- 3.7 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的 (i) 任意继承人或 (ii) 根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人 (“指定受让人”) 将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批 (如适用)。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期 Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任 Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外, 如果一方(“违约方”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反, 则其他方(“受损害方”)可以: (a) 向违约方发出书面通知, 说明违约性质以及范围, 并且要求违约方在通知中规定的合理期限内自费予以补救(“补救期”); 并且(b) 如果违约方未在补救期内予以补救, 则受损害方有权要求违约方承担因违约方行为所导致的一切责任, 并且赔偿其违约行为给受损害方造成的一切实际经济损失, 包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用, 诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfil its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务, 运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.

- 5.3 除法律明确规定外, 股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. 管辖法律、争议解决和法律变更 Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜, 应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议发生任何争议, 各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议

的解决达成一致,则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行,仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时,除争议的事项外,本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后,如果在任何时候,任何中国法律、法规或规章的颁布或改变,或对该等法律、法规或规章的解释或适用的改变;应适用以下约定:(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响),各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准;以及 (b) 如果由于上述法律变更或新颁布的规定,任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响,各方应利用所有合法的途径取得对遵守该变更或规定的豁免,尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决,受影响一方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the

extent permitted under PRC laws.

- 6.5 受限于中国法律的规定, 仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定各方进行清算。仲裁裁决生效后, 任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定, 作为财产保全或执行措施, 经争议一方请求, 具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下, 向争议一方提供临时性救济措施。受限于中国法律的规定, (i) 香港, (ii) 开曼群岛, (iii) 运营实体的注册成立地(即中国深圳); 及(iv) 最终控股股东或运营实体主要资产所在地的法院, 对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shenzhen, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. 税款和费用

Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易, 支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. 通知

Notices

- 8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定: All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的, 则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

8.1.2 通知如果是通过传真发出的, 则应视为于成功传送之日有效送达 (应以自动生成的传送确认信息为证)。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

8.2 为通知的目的, 各方地址如下:

For the purpose of notices, the addresses of the Parties are as follows:

公司: 陆控(深圳)科技服务有限公司

Company: Lufax Holding (Shenzhen) Technology Service Co., Ltd.

地址: 深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海商务秘书有限公司)

Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.)

收件人: 法定代表人

Attn: Legal Representative

公司: 深圳市陆控企业管理有限公司

Company: Shenzhen Lufax Holding Enterprise Management Co., Ltd.

地址: 深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海商务秘书有限公司)

Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.)

收件人: 法定代表人

Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司

Company: Shenzhen Pingan Financial Technology Consultation Company

地址: 深圳市福田区八卦岭八卦三路平安大厦四楼

Address: Fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen

收件人: 法定代表人

Attn: Legal Representative

公司: 上海兰帮投资有限责任公司

Company: Shanghai Lanbang Investment Company

地址: 上海市浦东新区龙阳路2277号1002N

Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai

收件人: 法定代表人

Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业

Company: Xinjiang Tongjun Equity Investment Limited Partnership

地址: 新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号
Address: No. 46, Floor 4, No.21 Xiamen Road, Economic and technological
Development District, Urumchi, Xinjiang
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road,
Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank
Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road,
Nanshan District, Shenzhen

- 8.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the
other Parties in accordance with the terms hereof.

9. 保密责任
Confidentiality

各方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到其他各方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之

保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. 进一步保证
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. 其他
Miscellaneous

11.1 修订、更改与补充
Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 完整合同

Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分，并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 标题

Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 语言

Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由乙方持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Party B having the others; each counterpart has equal legal validity.

11.5 可分割性

Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall

strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 继任者
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。
This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 继续有效
Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。

The provisions of Sections 6,8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 转让
Assignment

未经甲方的事先书面同意,运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意,甲方可以通过向丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务,而无需经过任何股东或运营实体的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party C but without the consent of any Shareholder or the OPCO.

11.9 弃权
Waivers

任何一方均可以对本协议的条款和条件作出弃权,但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties.

No waiver by any Party in certain circumstances with respect to a breach by other

Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

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huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

附录
Appendix
资产转让协议样式
Form of Asset Transfer Agreement

资产转让协议
Asset Transfer Agreement

本协议由下述当事人于【】年【】月【】日签署：
THIS AGREEMENT is made on the day of(DD)(MM), (YY)BETWEEN:

甲方 (转让方): 深圳市陆控企业管理有限公司
Party A (Transferor): Shenzhen Lufax Holding Enterprise Management Co., Ltd.

乙方 (受让方): 陆控(深圳)科技服务有限公司
Party B (Transferee): Lufax Holding (Shenzhen) Technology Service Co., Ltd.

甲方为一家在中国境内合法成立并有效存续的公司, 其资产包括但不限于: 硬件设备、办公用具及用品、软件著作权、商标、专利、技术诀窍 (KNOW-HOW)、域名、人力资源、合同、软件、用户数据库、各类资质、现金及股权和债务利益;

Party A is a company duly organized and existing in the PRC, whose assets include but not limited to hardware equipment, office utilities, software copyright, trademarks, patents, know-how, domains, human resources, contracts, software, client data base, various qualifications, cash and equity or debt interests;

本协议称之“资产”, 是指甲方于本协议签署时所拥有的中国法律所允许转让的上述全部或部分资产, 资产清单见附件;

"Assets " hereunder refers to all or part of the aforesaid assets owned by Party A and transferrable under PRC law as of the date hereof, the list of which is attached hereto;

甲方及其登记在册的合法股东深圳市陆控企业管理有限公司以及乙方已于【】签署独家资产购买权协议, 由甲方授予乙方一项购买甲方所持有的全部或部分资产的不可撤销的、专有的选择权 (“购买权协议”);

Party A, its duly registered shareholder, Shenzhen Lukong Enterprise Management Co., Ltd., and Party B entered into an Exclusive Asset Option Agreement dated 【】, whereby Party A grants to Party B an irrevocable, exclusive option to purchase all or part of the assets owned by Party A ("Option Agreement").

甲乙双方经过友好协商, 就资产转让事宜, 达成协议如下:

Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the Assets upon and subject to the following terms and conditions:

第1条 资产转让

Clause 1 Assets to Be Transferred

- 1.1 在本协议及购买权协议的条款和条件下, 甲方同意将其持有的全部资产转让给乙方, 乙方同意购买全部资产。

Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer all Assets it holds to Party B, and Party B agrees to purchase all Assets.

- 1.2 资产的转让总价为_____人民币。
The aggregate consideration for the transfer of the Assets shall be RMB_____.
- 1.3 甲方在此放弃、且同意促成放弃，在适用的中国法律、公司章程或其他规定下可能存在的对资产转让的任何限制。
Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of Assets under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 交割及价款支付

Clause 2 Closing and Consideration Payment

- 2.1 甲方应当于本协议签署后_____个工作日内将资产转让给乙方（“交割期”）。
Party A shall transfer the Assets to Party B within _____business days of the date hereof ("Closing Period").
- 2.2 甲方应使得资产在交割期内完成所有必要的变更登记和政府批准，以使本协议拟定的资产转让生效（若适用）。甲方将尽最大的努力尽快办理并在尽可能短的时间内获得前述登记和批准。
Party A shall, within the Closing Period, complete all necessary registrations and governmental approvals to effect the transfer of Assets contemplated by this Agreement (if applicable). Party A shall use its best endeavours to expedite the process and obtain all such registrations and approvals within the shortest time possible.
- 2.3 甲方应当采取所有必要的措施并与乙方充分合作以保障乙方获得资产的完整的利益，并应当签署所有相关的文件，采取相关的措施（或要求其他相关的第三方签署相关文件及采取相关措施）使得乙方获得所有必要的或适当的权利和权益。
Party A shall take all necessary actions and render full cooperation with Party B to secure Party B's full entitlements to the Assets. Party A shall execute all necessary documents and take all relevant measures (or procure other relevant third party to do so) so that Party B is entitled to all necessary or appropriate rights and interests.
- 2.4 甲乙双方对于拟转让的知识产权的交割作出如下约定：
Party A and Party B agree on the closing of the intellectual property rights to be transferred as follows:
- (a) 对于根据中国法律或其它相关国家法律应具有权属证明的知识产权，甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理，并办理相关的权属变更登记手续。
As regards the intellectual property rights where title certificates are applicable under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration all the technical data, existing or stored in any media in whatever form, in connection with the intellectual property rights and deal with the required formalities to alter the title registration.

- (b)对于根据中国法律或其它相关国家法律不具有或无需办理权属证明的知识产权,甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理及实益拥有,甲乙双方应签署知识产权交割证明,该证明应列明甲方所交付的知识产权清单。前述交割完成后,即视为知识产权交割证明所列的所有知识产权的所有权利即属于乙方全部实益拥有。甲方对相关知识产权不再享有任何产权利益或权益。

As regards the intellectual property rights where title certificates are not applicable or not required under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration, and make Party B the legal and beneficiary owner of, all the technical data, existing or stored in any media in whatever form, in connection with the intellectual property rights; and Party A and Party B shall execute an intellectual property closing certificate to reflect the intellectual property rights delivered by Party A. Upon the completion of the aforesaid closing, all the rights to all the intellectual property rights listed in the closing certificate are deemed to be legally and beneficially owned by Party B and Party A shall no longer have any title interests or rights to or in such intellectual property rights.

- (c)有关甲方今后基于上述已转让知识产权开发或取得的知识产权资产,甲方在此承诺将以人民币一元或法律所允许的最低价格转让给乙方。若因法律或政策的原因而无法实现直接转让,甲方在此承诺授予乙方有关该知识产权的永久的、无须支付使用费的世界范围的独家使用权。

Party A hereby undertakes to transfer to Party B all the intellectual property rights hereafter developed or acquired based on the abovementioned transferred intellectual property rights at a transfer price of RMB 1 or the minimum price to the extent permitted by law. Where direct transfer is not viable due to legal or policy restrictions, Party A hereby undertakes to grant Party B a permanent, royalty-free, worldwide, exclusive license to use the intellectual property rights.

- 2.5 就甲方转让在交割前雇佣的,与其转让给乙方的业务相关的全部及/或主要员工,甲方应当与该类员工签署令乙方满意的协议以解除对该类员工的雇佣(“解除雇佣合同”),乙方应当与此类员工签署新的雇佣协议。前述解除雇佣的协议与新订立的雇佣协议自交割日(见下文定义)起生效。

With respect to the transfer of employees Party A wholly and /or mainly employed prior to closing in the business to be transferred to Party B, Party A shall enter into employment termination agreements with such employees to the satisfaction of Party B with effect from the Closing Date (as defined below) ("**Employment Termination Contracts**"), and Party B shall enter into employment agreements with such employees to its satisfaction with effect from the Closing Date.

- 2.6 在满足交割与第三方的同意的前提下,甲方应当在交割日向乙方转移及转让在交割日时存在的与其转让给乙方的业务相关的与第三方签署的全部合同(“转让合同”),且乙方接受此等转移及转让。甲方应于交割前尽最大努力取得为使前述转让生效所需的全部第三方同意。

Subject to the closing and subject to the applicable third party's consents, on the Closing Date, Party A shall transfer and assign to Party B all contracts with third parties existing at the Closing Date which are attributable to the business ("**Assumed Contracts**") to be transferred to Party B with effect as of the Closing Date which

transfer and assignment Party B hereby agrees to accept. Prior to closing, Party A shall use best efforts to obtain the third party's consents required to effect the aforesaid transfer.

- 2.7 甲方应当将资产随同一切相关证明文件一并交付至乙方，乙方应当对甲方交付的资产及一切相关证明文件进行验收和审查，查收无误后，乙方应当在资产的交接单上签字。乙方在交接单上签字即为资产交付至乙方，签字日期即为资产所有权交付至乙方的日期（即“交割日”）。为避免疑问，前述相关证明文件包括但不限于解除雇佣合同及转让合同。

Party A shall deliver to Party B the Assets as well as applicable certificates. Party B shall inspect the Assets and all the certificates and, if the delivery is proper, sign the Asset receipt note. The signing of the Asset receipt note by Party B constitutes the delivery of the Assets to Party B and the date thereof is the date of the transfer of the title to the Assets to Party B ("**Closing Date**"). For the avoidance of doubt, the aforesaid applicable certificates include but not limited to Employment Contracts and Assumed Contracts.

- 2.8 乙方支付的资产价款，应在交割日后两个月内，以人民币现汇至甲方指定账户。Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the Closing Date.

第3条 陈述及保证

Clause 3 Representations and Warranties

3.1 甲方的陈述及保证：

Party A represents and warrants that:

- (a) 甲方是按照中国法律合法注册并有效存续的一家公司。

It is a company duly registered and validly existing under PRC laws.

- (b) 甲方在其公司权力和营业范围之内签署并履行本协议，已经过必要的公司授权，并已取得第三方和政府部门的同意及批准，不违反对其具有约束力或有影响的法律或合同限制。

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c) 本协议一经签署即构成对甲方合法、有效、有约束力、执行力的法律文件。

This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

- (d) 甲方有权力或具有公司之授权作出本协议项下资产之转让，其对资产拥有完整的所有权，且除履行购买权合同外，资产并不存在租赁、留置、抵押、担保或其他负担。并且目前不存在任何可能对乙方根据本协议接受资产并对资产享有所有权造成失效或不利影响的情况或事件，包括但不限于涉及任何诉讼、仲裁、被行政或司法当局扣押、查封或扣留等。

It has the power or corporate authority to make the Assets transfer hereunder, and fully owns the Assets. Subject to performance of the Option Agreement, the Assets

are free from lease, lien, mortgage, guarantee or any other encumbrances. No circumstances or events including but not limited to involvement of any lawsuit, arbitration, or administrative or judicial detention, seizure or custody exist, which may render invalid or have adverse effects on the acceptance of the Assets by Party B hereunder and Party B's enjoyment of the ownership to the Assets.

- (e) 甲方对与资产有关的知识产权拥有全部、充分和完整的权利，该等知识产权上未有任何留置权、抵押权、质押权或其它任何第三方权利的影响和制约。

It has all, full and sufficient rights to the intellectual property rights in connection with the Assets and such intellectual property rights are free from and not subject to any and all liens, mortgage, pledge or any other third party rights.

- (f) 甲方保证本协议的签署不违反法律规定并在其权利能力和行为能力之内，甲方签署本协议不会违反甲方与任何第三方签署的协定、合同、备忘录、意向书等，甲方签署本协议的行为也不会给甲方带来任何不利于甲方的后果。

It does not violate any law by, and is authorized and capable of, signing this Agreement. The execution of this Agreement is not in violation of any agreement, contract, memorandum, letter of intention entered into by it and any third party and will not have any adverse effects on it.

- (g) 在交割日前，资产没有：

Prior to the Closing Date, the Assets are free from:

- a) 发生任何重大不利变化；或
any and all material adverse changes; or
- b) 发生任何重大实际或或然债务、义务或责任。
any material actual or contingent debts, obligations or liabilities.

- (h) 从签署日起，非经乙方许可，甲方不直接或间接从事或者协助、鼓动他人从事与乙方进行直接或间接竞争的行为，不得向与乙方构成竞争的企业、公司、机构和/或个人提供顾问、咨询等，也不得直接或间接参与其经营、管理和/或技术活动，不得持有或者买卖与乙方构成竞争的企业、公司、机构和/或个人的任何形式的权益，并保守乙方和本次资产转让交易过程中的商业秘密。

Party A warrants that from the date hereof, without Party B's permission, it shall not, directly or indirectly, engage in, assist or encourage any other person to compete, directly or indirectly, with Party B; advise on, provide consulting services to, or directly or indirectly engage in the operation, management and/or technical activities of any business, company, institution and/or individual in competition with Party B; hold or purchase and sell interests, in any manner, of any business, company, institution and/or individual in competition with Party B; and keep confidential the trade secrets of Party B or in the Assets transfer.

3.2 乙方的陈述和保证如下：

Party B represents and warrants that:

- (a) 乙方为按照中国法律合法注册并有效存续的一家公司；

It is a company duly registered and validly existing under PRC laws;

(b)乙方应在其公司权力和营业范围之内履行本协议；已经过必要的公司授权，并已取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

(c)本协议一经签署即应构成对乙方合法、有效、有约束力、执行力的法律文件。
This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 管辖法律和争议的解决

Clause 6 Governing Law and Disputes Resolution

- 6.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。
- The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.
- 6.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。
- In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.
- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。
- Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.
- 6.4 在本协议签署之日后，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变，应适用以下约定：
- (a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，尽最大努力使得本协议继续按照原有条款执行。各方应利用所有合法的途径取得对遵守该变更或规定的豁免。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。
- In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits

brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就乙方的股份或土地资产裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 甲方的注册成立地(即中国深圳)；及(iv) 最终控股股东或甲方主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party A (i.e. Shenzhen, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party A's principal assets are located shall have jurisdiction for the aforesaid purpose.

第7条 手续费及其他费用

Clause 7 Formality and Other Costs

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第8条 协议的转让

Clause 8 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方，除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方，但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第9条 协议的分割性
Clause 9 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第10条 协议的修改补充
Clause 10 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第11条 通知
Clause 11 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第12条 其它
Clause 12 Miscellaneous

12.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

12.2 本协议一式2份，双方各持1份，具有同等的法律效力。

This Agreement shall be executed in 2 counterparts, with each Party having one original with equal legal validity.

12.3 本协议自双方签字之日起生效。

This Agreement shall take effect upon the signing by the Parties.

(以下无正文)

附件资产清单
Attachment List of Assets

huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

陆控（深圳）科技服务有限公司

Lufax Holding (Shenzhen) Technology Service Co., Ltd

签署：

By:

姓名：计葵生

Name: GREGORY DEAN GIBB

职务：法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

深圳市陆控企业管理有限公司
Shenzhen Lufax Holding Enterprise Management Co., Ltd.

签署：
By: 
姓名：李仁杰
Name: Li Renjie
职务：法定代表人
Title: Legal Representative

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署：
By: 
姓名：周廷源
Name: Zhou Tingyuan
职务：法定代表人
Title: Legal Representative



SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 石京魁

Name: Shi Jingkui

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名：杨学连

Name: Yang Xuelian

职务：执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

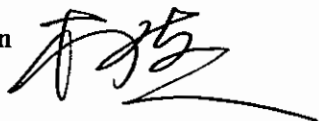
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

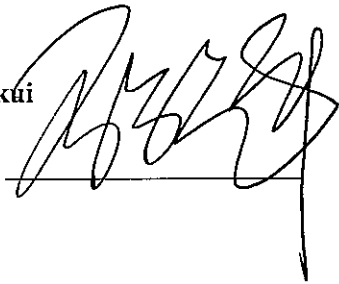


SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

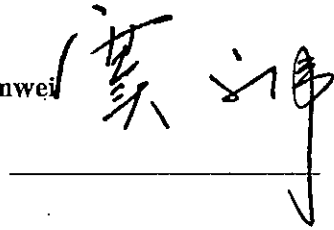
A handwritten signature in black ink, appearing to be 'Shi Jingkui', written over a horizontal line.

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

窦文伟
Dou Wenwei
签署：
By: _____



SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

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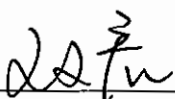
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:



A handwritten signature in black ink, appearing to be 'Wang Wenjun', is written over a horizontal line.

SIGNATURE PAGE TO EXCLUSIVE ASSET OPTION AGREEMENT

股权表决权委托协议
Voting Proxy Agreement

本股权表决权委托协议(下称“本协议”)于 2018 年 11 月 21 日由下列各方在中华人民共和国(“中国”)上海签署:

This **Voting Proxy Agreement** (this "**Agreement**") is executed by and among the following Parties on November 21, 2018 in Shanghai, the People's Republic of China ("**PRC**"):

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区八卦岭八卦三路平安大厦四楼(“平安金科”)。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at the fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen("**PinganJinke**").

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路 2277 号 1002N(“上海兰帮”)。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业, 一家依照中国法律成立和存续的有限合伙企业, 地址为新疆乌鲁木齐市高新区经济技术开发区厦门路 21 号四楼 46 号(“新疆同君”)。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District,, Urumchi, Xinjiang("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业(有限合伙), 一家依照中国法律成立和存续的有限合伙企业, 地址为西藏林芝地区工布江达县物价局三楼 301 室(“林芝金生”, 与平安金科、上海兰帮、新疆同君合称为“委托人”)。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**LinzhiJinsheng**", **PinganJinke**, **Shanghai Lanbang**, **Xinjiang Tongjun**, and **LinzhiJinsheng**, collectively as the "**Principal**").

陆控(深圳)科技服务有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室(入驻深圳市前海商务秘书有限公司)(“陆控(深圳)科技”)。陆控(深圳)科技服务有限公司的股权由陆金所控股有限公司(“最终控股股东”), 一家在开曼群岛获豁免的有限责任公司间接持有。

Lufax Holding (Shenzhen) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) ("**Lufax Holding (Shenzhen) Technology**"). The equity interests of Lufax Holding (Shenzhen) Technology Service Co., Ltd. is indirectly held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands.

深圳市陆控企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室(入驻深圳市前海商务秘书有限公司)(“运营实体”)。

Shenzhen Lufax Holding Enterprise Management Co., Ltd., a limited liability company

organized and existing under the laws of PRC, with its address at Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) (the "OPCO").

杨学连, 一名中国公民, 身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁, 一名中国公民, 身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君, 一名中国公民, 身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟, 一名中国公民, 身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

(杨学连、石京魁、王文君、窦文伟以下合称“个人股东”, 个人股东与委托人以下合称“股东”。)

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders and the Principal, together as the "**Shareholders**".)

在本协议中, 上述以下各称“一方”, 合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于:

Whereas:

1. 委托人是运营实体登记在册的合法股东, 合计享有运营实体 100%的股权(“股权”);
The Principal are the registered shareholders of the OPCO and collectively holds 100 % of the equity interests in the OPCO (the "**Shares**");
2. 运营实体与陆控(深圳)科技于 2018 年 11 月 21 日签署了独家业务合作协议(“服务协议”);
The OPCO and Lufax Holding (Shenzhen) Technology entered into the Exclusive Business Cooperation Agreement on November 21, 2018 (the "**Service Agreement**");
3. 股东签署本协议, 同意及确认委托人授权(i) 陆控(深圳)科技; (ii) 由陆控(深圳)科技授权的董事及其继任人; 及(iii) 任何取代陆控(深圳)科技董事的清算人(前述(i), (ii) 和(iii)所述的实体和人士, 以下合称“受托人”)代表委托人行使作为运营实体股东的所有权利。
The Shareholders entered into this Agreement to agree and confirm that the Principal shall grant (i) Lufax Holding (Shenzhen) Technology; (ii) the directors authorised by Lufax Holding (Shenzhen) Technology and their successors; and (iii) any liquidator replacing the directors of Lufax Holding (Shenzhen) Technology (the entities and individuals referred to under aforesaid (i), (ii) and (iii), collectively, the "**Proxy**") the power to exercise all rights of the OPCO's shareholders on behalf of the Principal; and

4. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）。

The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 股东投票权及其它股东权利

Voting Rights and Other Shareholder Rights

- 1.1 根据本协议的条件及条款，委托人将授权受托人代表其行使作为运营实体的股东依据中国法律和运营实体的章程所享有的所有权利，包括但不限于以下各项：

According to the conditions and terms hereunder, the Principal shall authorize the Proxy to exercise on behalf of the Principal all of its rights as a shareholder of the OPCO in accordance with the laws of China and the OPCO's articles of association, including but not limited to the following:

- (1) 提议、召集、参加运营实体的股东会会议；
propose, convene and attend the shareholders' meetings of OPCO;
- (2) 行使股东表决权，包括但不限于出售、转让、质押或处置股权的一部分或全部及参加运营实体分红或任何其他形式的分配；
Exercise shareholders' voting rights, including but not limited to any sale, transfer, pledge or disposal of the Shares in part or in whole, and participate in dividend distributions or any other type of distributions of the OPCO;
- (3) 指定和任命运营实体的法定代表人（董事长）、董事、监事、首席执行官（或经理）以及其他高级管理人员；
designate and appoint the legal representative (chairperson), the director, supervisor, the chief executive officer (or general manager) and other senior management members of the OPCO;
- (4) 签署会议记录及向相关公司注册机关提交文件；及
sign minutes and file documents with the relevant companies registry; and
- (5) 在运营实体破产时，代表委托人行使表决权。
exercise voting rights on the winding up of the OPCO on behalf of the Principal.

- 1.2 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，委托人承诺及同意如下：

For Proxy's effective implementation and exercise of each power and right granted under Article 1.1 above, the Indirect Shareholders and the Principal hereby undertake and agree as follows:

1.2.1 若任何法律、法规或任何政府机关要求委托人就某一项具体的受托事项出具或签署特别的授权委托书、政府审批申请文件或类似文件或要求办理相关手续（如授权委托书的公证等），则其应立即按照该等要求出具和/或配合签署相关文件；及
If any law, regulation, or government body requires Principal to issue or execute special power of attorney, governmental application documents, or similar documents or requires Principal to carry out related procedures (such as notarization of power of attorney) with respect to a specific matter under entrustment, the Principal shall immediately issue and/or cooperate to execute related documents per such requirements; and

1.2.2 委托人应及时采取所有必要的行动促使并确保受托人在运营实体的董事会或股东会作出的所有决议得到执行。委托人不得以其运营实体股东身份，拖延或拒绝任何前述决议在运营实体层面通过和/或得到执行。

The Principal shall promptly take all necessary actions to procure and ensure the due implementation of all the resolutions made by the Proxy in a board of directors' meeting or shareholders' meeting of the OPCO. The Principal shall not, in the capacity of the OPCO's shareholder, delay or refuse the passing and/or implementation of any said resolution of the OPCO.

1.3 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，运营实体承诺及同意如下：

For the effective exercise of the powers and rights granted to the Proxy under Article 1.1, the OPCO hereby undertakes and agrees as follows:

1.3.1. 在不违反相关法律、法规的前提下，执行受托人在运营实体的董事会或股东会作出的所有决议，包括但不限于立即按照受托人的要求出具相关文件和/或配合签署相关文件；

Subject to applicable laws and regulations, the OPCO shall implement all the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO, including but not limited to the immediate provision and/ or the execution of relevant documents as required by the Proxy;

1.3.2. 运营实体应配合受托人了解其运营详情。运营实体应当向受托人提供任何公司账簿、账目、记录和其他文件。受托人有权摘录或复印此等账簿、账目、记录和其他文件；及

The OPCO shall assist the Proxy with understanding the details of its operation. The OPCO shall provide the Proxy with any corporate books, accounts, records and other documents. The Proxy is entitled to make extracts or photocopies of such books, accounts, records and other documents; and

1.3.3. 提供一切必要的其他协助，包括但不限于在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已作出的运营实体的股东会决议或其他相关的法律文件。

The OPCO shall provide all other necessary assistance, including but not limited to promptly signing the shareholders' resolution of

the OPCO made by Proxy and other relevant legal documents when necessary (such as to meet the government authorities' request on documents required for approval, registration and filing).

- 1.4 在不限制本协议项下授予的权力和权利的一般性的原则下，受托人应拥有本协议项下的权力和授权代表委托人签署独家股权购买权协议及独家资产购买权协议中约定的转让协议（委托人被要求作为该协议一方时），并行使和履行委托人作为协议一方的股权质押协议、独家股权购买权协议和独家资产购买权协议的权利和义务。为前述目的，“股权质押协议”、“独家股权购买权协议”和“独家资产购买权协议”指由委托人、运营实体、受托人和其他方（若适用）于本协议同日签署的相关协议。Without limiting the generality of the powers and rights granted hereunder, the Proxy shall have the power and authority under this Agreement to execute the Transfer Agreements stipulated in the Exclusive Equity Interest Option Agreement and Exclusive Assets Option Agreement, to which the Principal are required to be a party thereof, on behalf of the Principal, and to exercise and perform the rights and obligations under the Share Pledge Agreement, Exclusive Equity Interest Option Agreement and Exclusive Asset Option Agreement, to which the Principal are the party. For purpose of the aforesaid, the "Share Pledge Agreement", "Exclusive Equity Interest Option Agreement" and "Exclusive Asset Option Agreement" shall respectively refer to the relevant agreement entered into among the Principal, OPCO, the Proxy, and other parties (if applicable) on the date hereof.
- 1.5 受托人行使股权权利的所有行为均应视为委托人的行为，签署的所有相关文件均应视为由委托人签署。受托人在作出上述行为时均可按照其自己的意思行事，无须事前征求委托人或任何股东的同意。股东和委托人特此承认和批准受托人的该等行为和/或文件，认可并承担前述行为或文件所产生的法律后果。The exercise of the rights attached to the Shares by the Proxy shall be deemed as the actions of the Principal, and all the documents related thereto executed by the Proxy shall be deemed to be executed by the Principal. When acting in respect of any and all of the aforementioned matters, the Proxy may act at its own discretion and does not need to seek the prior consent of the Principal or any Shareholder. The Shareholders and the Principal hereby acknowledge and ratify those actions and/or documents by the Proxy and acknowledge and accept the legal consequences arising therefrom.
- 1.6 委托人同意和认可，在任何情况下，受托人不应就其行使本协议项下委托权利而被要求对其他方或任何第三方承担任何责任或作出任何经济上的或其他方面的补偿。委托人同意补偿受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受任何损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。但如系由于受托人严重疏忽或故意的不当行为而引起的损失，则该等损失不在补偿之列。The Indirect Shareholders and the Principal agree and acknowledge that under no circumstances shall the Proxy be required to be held liable to or make economic or other compensations for any other or third parties as a result of its exercise of the rights granted hereunder. The Indirect Shareholders and the Principal agree to indemnify the Proxy and hold it harmless from any and all losses that are or may be incurred by the Proxy as a result of the exercise by it of the rights granted hereunder, including but not

limited to the losses arising from any actions, recourses, arbitrations, claims or government investigations or punishments filed against it by any third parties, unless such losses are incurred as a result of the Proxy's gross negligence or willful misconduct.

- 1.7 在本协议期限内，未经受托人事先书面同意，委托人不得提前终止或撤销本协议，亦不得采取任何与受托人行使上述第 1.1 条项下授予受托人的各项权力及权利所相悖或不一致的作为或不作为。
Within the term of this Agreement, without the prior written consent of the Proxy, the Principal shall neither terminate this Agreement early or rescind this Agreement nor take any actions or inactions against or inconsistent with the exercise by the Proxy of the powers and rights granted to it under Article 1.1.
- 1.8 在本协议期限内，委托人不得采取或促使运营实体采取任何与受托人在运营实体的董事会或股东大会作出的决议相悖或不一致的行为。
Within the term of this Agreement, the Principal shall not procure the OPCO to, or take any action against or inconsistent with the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO.
- 1.9 委托人不得采取任何行动质疑、挑战、辩驳或反对服务协议及本协议的效力和执行力以及根据服务协议或本协议所进行的交易的效力和执行力。
The Principal shall not take any action to dispute, challenge, contest or work against the validity and enforceability of the Service Agreement and this Agreement and of the transactions contemplated under the Service Agreement and this Agreement.
- 1.10 若运营实体的运作或决定必须获得委托人作为股东的表决批准时，未经受托人的董事会事先书面同意，委托人不得作出任何表决批准。
If any operation or decision of the OPCO is subject to the approval by the Principal in the capacity of shareholder, without the prior written consent of the Proxy, the Principal shall not vote to approve such operation or decision.
- 1.11 未经受托人事先书面同意，委托人不得达成任何对运营实体有约束力的合同或协议、增加运营实体所承担的义务、或者从事任何违反协议的行为。
Without the prior written consent of the Proxy, the Principal shall not enter into any contract or agreement binding upon the OPCO or take any action increasing the obligation of the OPCO or in breach of this Agreement.
- 1.12 在本协议有效期期间，委托人特此放弃已在本协议委托给受托人的与股权有关的所有权力和权利，并且不得自行行使该等权力和权利。
During the term of this Agreement, the Principal hereby waives all the powers and rights associated with the Shares, which have been granted to the Proxy hereunder, and shall not exercise such powers and rights on its own.
- 1.13 在任何个人股东发生死亡、丧失行为能力或可能发生其他可能影响持有或行使其间接持有的委托人及运营实体的股权的情况下，相关个人股东的 (i) 任意继承人或 (ii) 根据该等个人股东签署的《个人股东承诺函》由陆控（深圳）科技指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关个人股东在本协议下的所有权利和义务。如

发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Lufax Holding (Shenzhen) Technology pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity indirect interests in the Principal and the OPCO, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

- 1.14 在委托人或其继承人是运营实体注册股东的前提下，本协议自签署之日起不可撤销并持续地有效，除非受托人作出相反的书面指示。
So long as a Principal or its successor(s) is/are an equity holder of, or has control over, the OPCO, this Agreement shall be irrevocably and continuously valid and effective from the date of its execution, unless the Proxy otherwise advises in writing.

2. 陈述及保证

Representations and Warranties

股东和运营实体各自向受托人作出以下陈述与保证：

The Shareholders and the OPCO each represents and warrants to the Proxy that

- (a) 其具有订立本协议并履行本协议项下义务及责任所需的全部权力和能力；
it has all the powers and capacities to enter into this Agreement and perform all the obligations and duties hereunder;
- (b) 其在本协议中承担的义务及责任为合法的、有效的、具有约束力的，并可按其条款强制执行；
its performance of the obligations and duties hereunder is legal, valid, binding and enforceable pursuant to the terms thereof;
- (c) 进行和从事所有需要采取、满足或实施的行动以及所有条件和事项（包括取得任何所需的同意、批准和授权，如法律有此要求），以：
carry out and satisfy all actions, conditions and events that shall be carried out, satisfied or implemented (including obtaining all necessary consents, approvals and authorizations, if required by law) so that
 - (i) 使其合法订立本协议，行使其在本协议下的权利，履行和遵守本协议下其承担的义务及责任；
it may legally enter into this Agreement, exercise its rights hereunder, and perform and comply with its obligations and duties hereunder;
 - (ii) 确保本协议下由其承担的义务及责任是合法、有效和具有约束力的；及

it can ensure its obligations and duties hereunder are legal, valid and binding; and

- (iii) 使本协议在所适用的法律项下均成为可以接受的证据。
this Agreement becomes admissible evidence under the applicable laws.

- (d) 其订立本协议、行使其在本协议下的权利、履行并遵守本协议下由其承担的义务及责任并无违反或抵触下列各项或超出下列各项授予或加诸的任何权力或限制:

its entering into of this Agreement, exercise of the rights hereunder, and performance and compliance of the obligations and duties hereunder neither breach or contravene any of the following or exceed any powers or restrictions granted or imposed by any of the following:

- (i) 其应遵守的任何法律、条例、法规或规定、任何判决、命令或裁决、或任何同意、批准或授权; 或
any laws, ordinances, regulations, or rules, any judgments, orders or arbitrations, or any consents, approvals or authorizations that it shall comply with; or
- (ii) 其章程或任何其它适用文件或组织性文件的任何条款; 或
its articles of association or any provision of any other applicable document or constitutional document; or
- (iii) 其为一方或其任何资产受其约束的任何协议或文件的条款。
any provision in any agreement or document to which it is a party or by which any of its assets is bound.

- (e) 已取得就订立及履行本协议以及使本协议合法有效而需的任何政府或其它机构(如法律有此要求)或其任何受托人的所有批准及授权, 并完全有效。

it has obtained all the approvals and authorizations from any government or other organizations (if so required by law) or any of its proxies that are necessary for the entering into and execution and the validity of this Agreement, and all the approvals and authorizations are fully effective.

3. 可分割性 Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行, 则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商, 争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定, 而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the

intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

4. 授权期限

Term of Authorization

本协议项下授予受托人的权力及权利的期限与受托人和运营实体签署的服务协议的期限相等。

The term of authorization of the powers and rights to the Proxy hereunder shall be the same as that of the Service Agreement executed between the Proxy and the OPCO.

5. 通知

Notices

5.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(i) 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

(ii) 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。
Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

5.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司：	深圳市陆控企业管理有限公司
Company:	Shenzhen Lufax Holding Enterprise Management Co., Ltd.
地址：	深圳市前海深港合作区前湾一路1号A栋201室（入驻深圳市前海商务秘书有限公司）Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.)
收件人：	法定代表人
Attn:	Legal Representative

公司: 陆控(深圳)科技服务有限公司
Company: Lufax Holding (Shenzhen) Technology Service Co., Ltd.
 地址: 深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海商务秘书有限公司)
 Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.)
 收件人: 法定代表人
 Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
 地址: 深圳市福田区八卦岭八卦三路平安大厦四楼
 Address: Fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen
 收件人: 法定代表人
 Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
 地址: 上海市浦东新区龙阳路2277号1002N
 Address: 1002N, No. 2277 Lonyang Road, Pudong New District, Shanghai
 收件人: 法定代表人
 Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
 地址: 新疆乌鲁木齐市经济技术开发区厦门路21号四楼46号
 Address: No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang
 收件人: 法定代表人
 Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: Linzhi Jinsheng Investment Management Limited Partnership
 地址: 西藏林芝地区工布江达县物价局三楼301室
 Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
 收件人: 法定代表人
 Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
 地址: 上海市白渡路288号3号楼1603室
 Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁

Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

5.3 任何一方均可按本条款通过向其他各方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

6. 保密责任

Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

7. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 7.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。
The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.
- 7.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。
In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.
- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。
Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.
- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定，仲裁庭可以就委托人的股权权益或物业权益裁定赔偿、裁定强制救济（就包括但不限于为进行业务或强制转让资产需要）或裁定委托人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国深圳）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Principal, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Principal. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shenzhen, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

8. 转让 Assignment

- 8.1 未经受托人的事先书面同意，股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Proxy's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

- 8.2 陆控（深圳）科技有权自行决定向其董事、管理人员或其他职员转授权或转让其被委托人授权的权利而不必事先通知委托人或得到委托人的同意。

Lufax Holding (Shenzhen) Technology is entitled to re-authorize or assign rights to its directors, managers or other employees authorized by the Principal at their own discretion and without giving prior notice to the Principal or obtaining the Principal's consent.

9. 修订、更改与补充

Amendment, Change and Supplement

- 9.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

- 9.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

10. 继续有效

Survival

- 10.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 10.2 第 5、7 条和本第 10 条的规定在本协议终止后应继续有效。

The provisions of Sections 5, 7 and this Section 10 shall survive the termination of this Agreement.

11. 其他

Miscellaneous

- 11.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由委托人持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Principal having the others; each counterpart has equal legal validity.

- 11.2 本协议对各方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of all Parties.

- 11.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

陆控（深圳）科技服务有限公司
Lufax Holding (Shenzhen) Technology Service Co., Ltd

签署：

By:

姓名： 计葵生

Name: GREGORY DEAN GIBB

职务： 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

深圳市陆控企业管理有限公司
Shenzhen Lufax Holding Enterprise Management Co., Ltd.

签署：

By:

姓名：李仁杰

Name: Li Renjie

职务：法定代表人

Title: Legal Representative

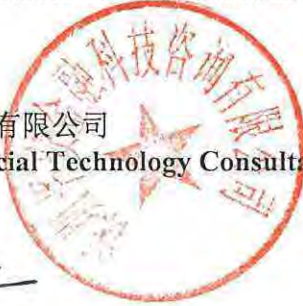


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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company



签署:

By:

姓名: 周廷源

Name: Zhou Tingyuan

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 石京魁

Name: Shi Jingkui

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署：

By:

姓名： 窦文伟

Name: Dou Wenwei

职务： 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner



SIGNATURE PAGE TO VOTING PROXY AGREEMENT

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杨学连

Yang Xuelian

签署：

By:

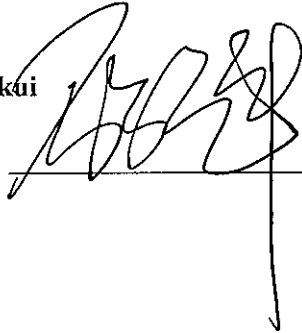


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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be 'Shi Jingkui', written over a horizontal line. The signature is stylized and cursive.

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

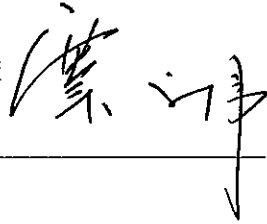
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By: _____



SIGNATURE PAGE TO VOTING PROXY AGREEMENT

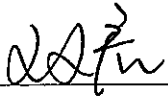
有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By: 

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

股权质押协议
Share Pledge Agreement

本股权质押协议（下称“本协议”）由下列各方于 2018 年 11 月 21 日在上海签署：
This **Share Pledge Agreement** (this "**Agreement**") has been executed by and among the following Parties on November 21, 2018:

陆控（深圳）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室（入驻深圳市前海商务秘书有限公司）（“质权人”）。质权人的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司间接持有。

Lufax Holding (Shenzhen) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.). The equity interests of Lufax (Shenzhen) Technology Service Co., Ltd is indirectly held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands.

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区八卦岭八卦三路平安大厦四楼（“平安金科”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at the fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“上海兰帮”）。

Shanghai Lanbang Investment Company., a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”，与平安金科、上海兰帮、新疆同君合称为“出质人”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**LinzhiJinsheng**", **PinganJinke**, **Shanghai Lanbang**, **Xinjiang Tongjun**, and **LinzhiJinsheng**, collectively as the "**Pledgor**").

深圳市陆控企业管理有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室（入驻深圳市前海商务秘书有限公司）（“公司”）。

Shenzhen Lufax Holding Enterprise Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room A201, No.1,

Qianwan Yi Road, Qianhai Shenzhen-Hongkong Modern Service Industry Cooperation Zone, Shenzhen (settled in Shenzhen Qianhai Business Secretary Co., Ltd.) ("Company").

杨学连, 一名中国公民, 身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035. .

石京魁, 一名中国公民, 身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君, 一名中国公民, 身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟, 一名中国公民, 身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

(杨学连、石京魁、王文君及窦文伟以下合称“个人股东”, 个人股东与出质人以下合称“股东”。)

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "Individual Shareholders"; the Individual Shareholders and the Pledgor, together as the "Shareholders".)

在本协议中, 上述以下各称“一方”, 合称“各方”。

In this Agreement, above shall be referred to as a "Party" respectively, and they shall be collectively referred to as the "Parties".

鉴于:

Whereas,

1. 出质人为依照中国法律成立并有效存续的有限责任公司, 合计拥有公司 100% 的股权。公司是一家在中国深圳注册并有效存续的有限责任公司。公司承认出质人和质权人在本协议项下各自的权利和义务并同意提供任何必要的协助登记该质权;
Pledgor are limited liability companies organized and validly existing under the laws of PRC, and collectively hold 100% of the equity interest in the Company. The Company is a limited liability company registered and validly existing in Shenzhen, China. The Company acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge;
2. 质权人是一家在中国深圳设立注册并有效存续的有限责任公司。
Pledgee is a limited liability enterprise registered and validly existing in Shenzhen, China.
3. 出质人已签署或将签署下列协议:
Pledgor have executed or will execute the following agreements:
 - a) 于 2018 年 11 月 21 日签署的独家股权购买权协议;
the Exclusive Equity Interest Option Agreement executed on November 21, 2018;
 - b) 于 2018 年 11 月 21 日签署的独家资产购买权协议;

- c) the Exclusive Asset Option Agreement executed on November 21, 2018;
于 2018 年 11 月 21 日签署的股权表决权委托协议;
the Voting Proxy Agreement executed on November 21, 2018;
- d) 借款合同及反担保合同等（如涉及）。
Loan agreements and Counter-Guarantee Agreements (if applicable).

4. 公司已签署下列协议:

Company has executed the following agreements:

- a) 于 2018 年 11 月 21 日签署的独家业务合作协议;
the Exclusive Business Cooperation Agreement executed on November 21, 2018;
- b) 于 2018 年 11 月 21 日签署的独家股权购买权协议;
the Exclusive Equity Interest Option Agreement executed on November 21, 2018;
- c) 于 2018 年 11 月 21 日签署的独家资产购买权协议; 及
the Exclusive Asset Option Agreement executed on November 21, 2018; and
- d) 于 2018 年 11 月 21 日签署的股权表决权委托协议。
the Voting Proxy Agreement executed on November 21, 2018.

5. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）；并且

The Individual Shareholders each executed an individual shareholder's undertaking (the "Individual Shareholder Undertaking") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

6. 出质人同意以出质人在公司中拥有的所有股权作为质押担保，以保证：

The indirect Shareholders and Pledgor hereby agree to pledge all of the equity interest the Pledgor holds in the Company as security:

- (1) 出质人履行其于上述第 3 条项下的任何及全部义务;
for the fulfillment of any and all obligations of Pledgor under paragraph 3 above;
- (2) 公司履行其于上述第 4 条项下的任何及全部义务; 及
for the fulfillment of any and all obligations of Company under paragraph 4 above; and
- (3) 个人股东履行其于上述第 5 条项下《个人股东承诺函》内的任何及全部义务。
for the fulfillment of any and all obligations of Individual Shareholders under paragraph 5 above.

股东（包括出质人）以及公司各称和合称为“义务人”并且其在本条所述项下的所有义务，以及质权人因出质人和/或公司的任何违约事件(如下文定义)而遭受的全部直接、间接、衍生损失和可预计利益的丧失（该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测；及质权人为强制出质人和/或公司执行其合同义务而发生的所有费用）合称为“担保债务”。上述第 3 条和第 4 条各协议各称和合称为“合作系列协议”。

Shareholders (including the Pledgor) and the Company are individually referred to as an "Obligor" and together the "Obligors", and their obligations mentioned under this Section are collectively referred to as the "Secured Obligations", including all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default. (The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of the Pledgee, all expenses occurred in connection with enforcement by the Pledgee of the Pledgor's and/or Company's Contract Obligations and etc. The agreements mentioned under Section 3 and Section 4 above are individually referred to as a "Cooperation Agreement" and together the "Cooperation Agreements".

1. 定义
Definitions

除非本协议另有规定，下列词语应具有如下含义：

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 “质权”应指出质人根据本协议第 2 条授予质权人的担保权益，即质权人以股权的转换、拍卖或出售价款优先受偿的权利。

"Pledge" shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be compensated on a preferential basis with the conversion, auction or sales price of the Equity Interest.

- 1.2 “股权”应指出质人在公司中合法现在持有和今后取得的所有股权。

"Equity Interest" shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgor in the Company.

- 1.3 “质押期限”应指本协议第 3 条规定的期限。

"Term of Pledge" shall refer to the term set forth in Section 3 of this Agreement.

- 1.4 “借款合同”应指(1)任何银行根据质权人或质权人指定方的指示、担保或其他安排，与出质人签署的；或(2)质权人或质权人指定方与出质人签署的任何借款合同、委托贷款合同或其他资金安排，包括但不限于出质人与【】于_____签署的借款协议。

"Loan Agreements" shall refer to any borrowing agreements, entrustment loan agreements or other fund arrangements (1) between any bank and Pledgor pursuant to instructions, guarantees or other arrangements provided by Pledgee or its designee(s); or (2) between Pledgee or its designee(s) and Pledgor, including but not limited to the borrowing agreement executed on _____ between the Pledgor and 【】.

- 1.5 “反担保合同”应指质权人或其指定方与出质人签署的反担保合同，由出质人向质权人或其指定方提供反担保，以使得质权人或其指定方在将来承担担保合同下担保责任后，可对出质人实现追偿。为前述目的，“担保合同”应指质权人或其指定方为担保出质人履行出质人与银行的贷款合同或其他资金安排，而与银行签署的任何担保合同或其他类似安排。

"Counter-Guarantee Agreements" shall refer to any counter-guarantee agreement entered into by Pledgee or its designee(s) with Pledgor under which Pledgor provides counter-guarantee to Pledgee or its designee(s). Under a Counter-Guarantee Agreement, Pledgee or its designee(s) can enforce the counter-guarantee to recover its

losses after it assumes security responsibility under a Guarantee Agreement. For such purpose, the "**Guarantee Agreements**" shall refer to any guarantee agreement or similar arrangement entered into by Pledgee or its designee(s) with any bank under which Pledgee or its designee(s) provides guarantee to the bank to guarantee due performance of Pledgor of its obligations under any loan agreements or other funding arrangements entered into by Pledgor with the banks.

- 1.6 “违约事件”应指本协议第 7 条列明的任何情况。
"**Event of Default**" shall refer to any of the circumstances set forth in Article 7 of this Agreement.
- 1.7 “违约通知”应指质权人根据本协议发出的宣布违约事件的通知。
"**Notice of Default**" shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.
- 1.8 “中国”应指中华人民共和国，在本协议中不包括香港、澳门和台湾地区。
"**PRC**" shall refer to the People's Republic of China, which excludes for the purposes of this Agreement the Special Administrative Regions of Hong Kong and Macau and the Taiwan area.
- 1.9 “合作系列协议”定义见本协议鉴于部分。
"**Cooperation Agreements**" shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.10 “义务人”定义见本协议鉴于部分。
"**Obligor**" shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.11 “担保债务”定义见本协议鉴于部分。
"**Secured Obligations**" shall have the meaning as ascribed to it under Whereas Section of this Agreement.

2. 质权 The Pledge

- 2.1 作为对全部义务人即时和完整履行合作系列协议项下任何和所有担保债务的抵押担保品，出质人特此将其所持有的公司 100% 股权（包括出质人现在拥有的公司的 100% 股权和与之相关的所有股权权益）以第一优先质押的方式质押给质权人。
As collateral security for the prompt and complete performance of any and all Secured Obligations of Obligor under the Cooperation Agreements, Pledgor hereby pledge to Pledgee a first security interest in the 100% equity interest of the Company currently owned by Pledgor and all relevant equity interest thereto.
- 2.2 各方理解并同意，因担保债务而产生或与其相关的货币估值直至决算日（定义见下文）均为变化和浮动的估值。
The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below).

- 2.3 如发生下列任何事件（“**决算事由**”），担保债务之价值应依据决算事由发生之前的最近日期或发生当日对质权人到期未偿付的应付担保债务总额确定（“**已确定之债务**”）：

Upon the occurrence of any of the events below (each an "**Event of Settlement**"), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to Pledgee on or immediately prior to the date of such occurrence (the "**Fixed Obligations**");

- (a) 任一合作系列协议到期或根据其项下相关约定而终止；
Any Cooperation Agreement expires or is terminated pursuant to the stipulations thereunder;
- (b) 本协议第7条规定的违约事件发生且未解决，致使质权人根据第7.3条向出质人送达违约通知；
the occurrence of an Event of Default pursuant to Section 7 that is not resolved, which results in Pledgee serving a Notice of Default to Pledgor pursuant to Section 7.3;
- (c) 质权人通过适当的调查，合理认为出质人和/或公司已丧失偿付能力或可能会被置于无偿付能力状态；或
Pledgee reasonably determines (having made due enquiries) that Pledgor and/or the Company are insolvent or could potentially be made insolvent; or
- (d) 根据中国相关法律规定要求确定担保债务的任何其他事件。
any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

- 2.4 为免疑义，决算事由发生的日期应为决算日（“**决算日**”）。质权人有权于决算日当日或之后，根据其选择按照第8条实现质权。

For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the "**Settlement Date**"). On or after the Settlement Date, Pledgee shall be entitled, at the election of Pledgee, to enforce the Pledge in accordance with Section 8.

- 2.5 在质押期限内，质权人有权收取因股权而产生的任何股息或其他可分配利益。在质权人事先书面同意的情况下，出质人方可就股权而分得股利或分红。出质人因股权而分得的股利或分红在扣除出质人根据中国适用法律应当缴纳或代扣代缴的税费后应根据质权人的要求 (a) 存入质权人的指定账户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者 (b) 在不违反中国法律的前提下，将此等红利、股利无条件地转让给质权人或质权人指定的人。

Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of Pledge. The Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of the Pledgee. Dividends received by the Pledgor on Equity Interest after the deduction of tax paid or withheld by the Pledgor required by applicable PRC laws shall be, as required by the Pledgee, (a) deposited into an account designated and supervised by the Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (b) unconditionally transfer to the Pledgee or any other person designated by the Pledgee to the extent permitted under the applicable PRC laws.

3. 质押期限

Term of Pledge

- 3.1 质权应自其在公司所在地的工商行政管理部门（“登记机关”）登记成立之日起生效，该质权的期限（“质押期限”）直至最后一笔被该质权所担保义务被偿付或者履行完毕时终止。各方同意，在本协议签署后，出质人和质权人应立即（在任何情况下均不得迟于本协议签署日后第 20 天）依据《工商行政管理机关股权出质登记办法》向登记机关提出股权出质设立登记申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起十五（15）日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。公司承认出质人和质权人在本协议项下各自的权利和义务，并同意提供任何必要的协助登记该质权。

The Pledge shall become effective as of the date when the pledge of the Equity Interest is registered with the local administration of industry and commerce where the Company locates (the "Registration Authority"). The Term of the Pledge (the "Term of Pledge") shall end when the last obligation secured by the Pledge is paid or fully fulfilled. The Parties agree that, promptly after the execution of this Agreement (but in no event later than 20 days from the execution date of this Agreement), Pledgor and Pledgee shall submit their application for pledge registration to the Registration Authority in accordance with *the Measures on Share Pledge Registration with the Administration of Industry and Commerce*. The Parties also agree that within fifteen (15) days after the Registration Authority officially accepts equity pledge application, Pledgor and the Company shall complete the pledge registration procedure, obtain the pledge registration notice and completely and accurately register the Pledge of Equity Interest on the Pledge Registration Book of the Registration Authority. The Company acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge.

- 3.2 在质押期限内，如任何义务人未履行其合作系列协议项下的任何担保债务，质权人应有权但无义务按本协议的规定处置该质权。

During the Term of Pledge, in the event any Obligor fails to perform any of its Secured Obligations under the Cooperation Agreements, Pledgee shall have the right, but not the obligation, to dispose of the Pledge in accordance with the provisions of this Agreement.

4. 受质权规限的股权记录的保管

Custody of Records for Equity Interest subject to Pledge

- 4.1 在质押期限内，出质人应在质权登记成立之日起一周内将股权出质证明书及记载质权的股东名册以及质权人合理要求的其他文件（包括但不限于登记机关颁发的质权登记通知书）原件交付质权人保管。质权人应在整个质押期限期间一直保管该等项目。

During the Term of Pledge, Pledgor shall deliver to Pledgee's custody the originals of the capital contribution certificate for the Equity Interest, the shareholders' register containing the Pledge, and other documents reasonably requested by Pledgee (including without limitation the notice of registration of the Pledge issued by the Registration Authority) within one week from the date the Pledge is registered. Pledgee shall have custody of such items during the entire Term of Pledge.

5. 股东（包括出质人）和公司的陈述和保证
Representations and Warranties of Shareholders (including the Pledgor) and the Company

股东（包括出质人）向质权人陈述和保证如下：

Shareholders (including the Pledgor) Represents and Warrants to Pledgee that:

- 5.1 出质人是股权仅有的法定所有权人和受益人，除受限于出质人与质权人另行签署的协议外，其对股权享有合法、完全、充分的所有权，没有任何现存的有关股权所有权的争议。出质人有权处分股权及其任何部分。出质人拥有合法的权力和能力签署本协议并根据本协议承担法律义务。
Pledgor are the only legal and beneficial owners of the Equity Interest. Except for being subject to other agreements entered into by Pledgor and Pledgee, Pledgor enjoy legal and complete ownership of the Equity Interest, free from any existing dispute over the ownership of the Equity Interest. Pledgor may dispose of any and all Equity Interest. Pledgor have the legitimate powers and capacity to enter into, and fulfill its legal obligations pursuant to this Agreement.
- 5.2 股权是可以依法出质和转让的，且出质人有充分的权利和权力依本协议的规定将股权出质给质权人。
The Equity Interest may be pledged and transferred according to law, and Pledgor have the full rights and powers to pledge the Equity Interest in favor of Pledgee pursuant to this Agreement.
- 5.3 本协议经出质人适当签署，对出质人构成合法、有效和具有约束力的义务。
This Agreement, once properly executed by Pledgor, constitutes legal, valid and binding obligations of Pledgor.
- 5.4 就本协议的签署和履行及本协议项下之股权质押须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)已经获得或办理，并将在本协议有效期内充分有效。
All third-party consents, approvals, waivers, and authorizations, or any government approvals, permissions, exemptions, or any registrations or filings (if required by law) with any government authorities, necessary for the execution and performance of this Agreement and for the Pledge of the Equity Interest hereunder, have been obtained or completed and will remain fully effective within the term hereof.
- 5.5 本协议项下的质押构成对股权的第一顺序的担保权益。
The Pledge hereunder constitutes the first-priority security interests in the Equity Interest.
- 5.6 因股权的取得而应缴付的所有税款和费用已由出质人全额缴付。
All the taxes and charges payable as a result of the receipt of the Equity Interest have been paid in full by Pledgor.
- 5.7 质权人应有权按本协议列明的规定处置和转让股权。
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.

- 5.8 除合作系列协议外，出质人未在股权上设置任何担保权益或其他产权负担，股权的所有权不存在任何争议，未受扣押或其他法律程序的限制或存在类似的威胁，依所适用的法律可以用于质押和转让。

Except for the Cooperation Agreements, Pledgor have not placed any security interest or other encumbrance on the Equity Interest. There are no controversies over the ownership of the Equity Interest. The Equity Interest is not seized or subject to any other legal proceedings or similar threats, and is good for transfer and pledging according to applicable laws.

- 5.9 出质人签署本协议及行使其在本协议下的权利，或履行其在本协议下的义务，不会违反任何法律、法规、出质人作为一方任何协议或合同、或出质人向任何第三方所作的任何承诺。

Pledgor's execution of this Agreement and exercise of its rights under this Agreement (or fulfillment of its obligations under this Agreement) will not breach any laws, regulations, and agreements or contracts to which Pledgor are the party, or any promise Pledgor have made to any third parties.

- 5.10 出质人向质权人提供的所有文件、资料、报表和凭证等是准确、真实、完整和有效的。

All documents, materials, statements and certificates provided by Pledgor to Pledgee are accurate, true, complete and valid.

- 5.11 出质人兹向质权人保证上述陈述和保证在合同义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实的和准确的，并将被完全地遵守。Pledgor hereby warrant to Pledgee that all the above representations and warrants will be true and correct and fully complied with under all circumstances before the contractual obligations have been fulfilled or the Secured Obligations have been repaid in full.

- 5.12 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的出质人及公司的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由质权人指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by the Pledgee pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her indirect equity interests in the Pledgor and the Company, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

公司向质权人陈述和保证如下：

The Company Represents and Warrants to Pledgee that:

- 5.13 公司是根据中国法律注册成立并合法存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议。
The Company is a limited liability company registered and validly existing under the laws of China. The Company has the qualification of an independent legal person, enjoys complete and independent legal status and the legal capacity to sign, deliver and fulfill this Agreement.
- 5.14 公司向质权人在本协议生效前提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实和正确的。公司向质权人在本协议生效后提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实和有效的。
All the reports, documents and information provided by the Company to Pledgee before the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the effective date hereof. All the reports, documents and information provided by the Company to Pledgee after the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the date of provision.
- 5.15 本协议经公司适当签署，对公司构成合法、有效和具有约束力的义务。
Upon due execution of the Company, this Agreement constitute legal, effective and binding obligation on the Company.
- 5.16 公司拥有签署和交付本协议及其它所有与本协议所述交易有关的文件的公司内部完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。
The Company has the complete internal power and authorization to sign and deliver this Agreement and all other documents relating to the transactions contemplated under this Agreement. The Company has the complete power and authorization to complete the transactions contemplated under this Agreement.
- 5.17 对于公司拥有的资产不存在任何重大的、可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担(包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让，或者附加于该等资产上的任何产权或使用权负担)。
Regarding the assets owned by the Company, there are no guarantee interests or any other encumbrance on property rights that are substantial and may impact Pledgee's right and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).
- 5.18 未经质权人的事先书面同意，公司不发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中而不是通过贷款产生的债务；和(ii)已向质权人披露并得到质权人书面同意的债务除外；
Without the prior written consent of Pledgee, the Company shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Pledgee for which Pledgee's written consent has been obtained;

- 5.19 一直在正常业务过程中经营公司的所有业务，以保持公司的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

The Company shall always operate all of its businesses during the ordinary course of business to maintain its asset value and refrain from any action/omission that may affect its operating status and asset value;

- 5.20 在任何法院或仲裁庭均没有针对股权、公司或其资产的未决的或就公司所知有威胁的诉讼、仲裁或其它法律程序，同时在任何政府机构或行政机关亦没有任何针对股权、公司或其资产的未决的或就公司所知有威胁的行政程序或行政处罚，将对公司的经济状况或出质人履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。

In any court or arbitration tribunal there are no pending (or, as far as the Company knows, threatening) litigation, arbitration or other legal proceedings against the Equity Interest, the Company or its assets, and in any governmental agencies or departments, there are no pending (or, as far as the Company knows, threatening) administrative proceedings or penalties against the Equity Interest, the Company or its assets, which may substantially or adversely impact the Company's economic condition or Pledgor's ability to fulfill their obligations and guarantee liabilities under this Agreement.

- 5.21 公司兹同意就出质人在本协议项下所作的陈述和保证向质权人承担连带责任。

The Company hereby agrees that it is jointly and severally liable to Pledgee for all representations and warranties made by Pledgor under this Agreement.

- 5.22 公司兹向质权人保证上述陈述和保证在本协议义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实的和正确的，并将被完全地遵守。

The Company hereby warrants to Pledgee that, at any time and under any circumstances prior to complete fulfillment of the obligations under this Agreement or the Secured Obligations being fully repaid, the aforementioned representations and warranties are true and accurate and will be fully complied with.

6. 公司和股东（包括出质人）的承诺和进一步同意

Covenants and Further Agreements of Shareholders (including the Pledgor) and the Company

股东（包括出质人）的承诺和进一步同意如下：

The covenants and further agreements of Shareholders (including the Pledgor) are set forth below:

- 6.1 在本协议有效期期间，股东（包括出质人）特此向质权人承诺，出质人应：
Shareholders (including the Pledgor) hereby covenant to Pledgee, that during the term of this Agreement, Pledgor shall:

- 6.1.1 除履行合作系列协议外，未经质权人事先书面同意，不得进行或同意他人进行转让全部或任何部分的股权、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；

not transfer (or agree to others' transfer of) all or any part of the Equity Interest, place or permit the existence of any security interest or other encumbrance on property rights that may affect Pledgee's rights and interests

in the Equity Interest, without the prior written consent of Pledgee, except for the performance of the Cooperation Agreements;

- 6.1.2 遵守适用于权利质押的所有法律和法规的规定, 在收到有关主管机关(或者任何其他有关方面)就质权发出或制定的任何通知、命令或建议后 5 日内, 应向质权人出示上述通知、命令或建议, 并应遵守上述通知、命令或建议或者按照质权人的合理要求或经质权人同意就上述事项提出反对意见和陈述;

comply with the provisions of all laws and regulations applicable to the pledge of rights, and within 5 days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant parties) regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

- 6.1.3 将可能对质权人对股权或其任何部分的权利具有影响的任何事件或出质人收到的通知、以及可能对产生于本协议中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知立即书面通知质权人, 并根据质权人的合理要求, 采取一切必要措施以确保质权人对股权的质押权益。

promptly notify Pledgee in writing of any event or notice received by Pledgor that may have an impact on Pledgee's rights to the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement, and, upon reasonable request of Pledgee, take all necessary actions to secure the rights and interest to which Pledgee is entitled in the Equity Interest.

- 6.2 股东(包括出质人)同意, 质权人按本协议取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他通过法律程序中断或妨害。

Shareholders (including the Pledgor) agree that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through any legal proceedings.

- 6.3 为保护或完善本协议对履行合作系列协议项下义务而授予的担保权益, 股东(包括出质人)特此承诺, 将真诚签署并促使在质权中有利益的其他当事人签署质权人所要求的所有证书、协议、契据和/或承诺。股东(包括出质人)还承诺, 将进行并促使在质权中有利益的其他当事人进行质权人所要求的作为, 促进质权人行使本协议授予其的权利和授权, 并与质权人或质权人的指定人(自然人/法人)签署关于股权所有权的所有有关文件。股东(包括出质人)承诺, 将在合理期间内向质权人提供质权人所要求的关于质权的所有通知、命令及决定。

To protect or perfect the security interest granted by this Agreement for fulfillment of the obligations under the Cooperation Agreements, Shareholders (including Pledgor) hereby undertake to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by Pledgee. Shareholders (including Pledgor) also undertakes to perform and

to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural/legal persons). Shareholders (including Pledgor) undertake to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 股东（包括出质人）特此向质权人承诺，将遵守和履行本协议项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件，股东（包括出质人）应赔偿质权人由此导致的所有损失。

Shareholders (including Pledgor) hereby undertake to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Shareholders (including the Pledgor) shall indemnify Pledgee for all losses resulting therefrom.

- 6.5 如本协议项下质押的股权因任何原因受到法院或其他政府部门实施的任何强制措施，出质人应尽其一切的努力，包括(但不限于)向法院提供其他保证或采取其他措施，解除法院或其他部门对股权所采取的该等强制措施。

If the Equity Interest pledged under this Agreement is, for any reason, subject to mandatory measures imposed by the court of law or other governmental departments, Pledgor shall try their best to release such mandatory measures imposed by the court of law or other governmental departments, including without limitation providing to the court of law other kinds of security or other measures.

- 6.6 若股权有任何价值减少的可能，足以危害质权人权利的，质权人可以要求出质人提供额外的抵押或担保，出质人不提供的，质权人可以随时拍卖或者变卖股权，并将拍卖或者变卖所得的价款用于提前清偿担保债务或者提存；由此所发生之任何费用全部由出质人承担。

If there is a possibility that the value of the Equity Interest will be decreased and such decrease is sufficient to harm the rights and interests of Pledgee, Pledgee may request Pledgor to provide additional collateral or security. If Pledgor refuse to provide such security, Pledgee may, at any time, sell the Equity Interest or put it up for auction, and use the monies obtained from such sale or auction to settle the Secured Obligations in advance or put such monies under custody; all expenses therefore occurred shall be borne by Pledgor.

- 6.7 未经质权人事先书面同意，出质人以及/或者公司不得自行（或者协助他方）增加、减少、转让公司的注册资本（或者其对公司的出资额）或对之（包括股权）设置任何权利负担。在遵从这一规定前提下，出质人在本协议日期之后登记及获得的公司股权称为“额外股权”。股东（包括出质人）和公司应在出质人取得额外股权时立即与质权人就额外股权签署补充股权质押协议，促使公司董事会和公司股东会批准该补充股权质押协议，并应向质权人提交补充股权质押协议所需的全部文件，包括但不限于：(a) 公司出具的关于额外股权的股东出资证明书的原件；以及 (b) 中国注册会计师出具的关于额外股权的验资报告经验证复印件。出质人和公司应按照本协议第 3.1 条的规定办理额外股权的出质设立登记。

Without the prior written consent from Pledgee, Pledgor and/or the Company shall not by themselves (or assisting others to) increase, decrease or transfer the registered

capital of the Company (or its capital contribution to the Company) or impose any encumbrances on it, including the Equity Interest. Subject to the forgoing provision, any equity interest which is registered and obtained by Pledgor subsequent to the date of this Agreement shall be called "Additional Equity Interest". Shareholders (including the Pledgor) and the Company shall, immediately after Pledgor obtains the Additional Equity Interest, enter with Pledgee supplemental share pledge agreement for the Additional Equity Interest, make the board of directors and shareholders' meeting of the Company approve the supplemental share pledge agreement, and deliver to Pledgee all documents necessary for the supplemental share pledge agreement, including without limitation (a) the original certificate issued by the Company about shareholders' capital contribution relating to the Additional Equity Interest; and (b) the verified photocopy of the capital contribution verification report (issued by certified public accountant in China) regarding the Additional Equity Interest. Pledgor and the Company shall, according to Section 3.1 of this Agreement, handle the pledge registration procedures relating to the Additional Equity Interest.

- 6.8 除非质权人事前出具书面的相反指示, 股东(包括出质人)以及/或者公司同意, 如果股份的部分或全部在出质人与任何第三方("股份受让方")之间发生违反本协议的转让, 则股东(包括出质人)以及/或者公司应确保股份受让方无条件承认质权并履行必要的出质变更登记手续(包括但不限于签署有关文件), 以确保质权的存续。

Unless otherwise instructed by Pledgee in writing in prior, Shareholders (including the Pledgor) and/or the Company agree that, if part of or all of the Equity Interest is transferred between the Pledgor and any third parties in violation of this Agreement ("Transferee of the Equity Interest"), then Shareholders (including the Pledgor) and/or the Company shall ensure that the Transferee of the Equity Interest will unconditionally recognize the Pledge and follow necessary procedures for modification of the registration of the Pledge (including without limitation signing relevant documents) so as to ensure the continued existence of the Pledge.

公司的承诺和进一步同意如下:

The covenants and further agreements of the Company are set forth below:

- 6.9 若就本协议的签署和履行及本协议项下之股权质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理登记或备案手续(如依法需要), 则公司应尽力协助取得并保持其在本协议有效期内充分有效。

If, for the execution of this Agreement and Pledge under this Agreement, it is necessary to obtain any third party consent, approval, waiver or authorization, any governmental approval, license or waiver, or complete registration or filing procedures in any governmental departments (as required by the law), then the Company shall try its best to assist in obtain the same and cause it to remain in effect during the term of this Agreement.

- 6.10 未经质权人的事先书面同意, 公司将不会向任何人或实体提供贷款或信贷或任何形式的担保; 不会协助或允许出质人在股权上设立任何新的质押或授予其它任何担保权益, 亦不会协助或允许出质人将股权转让。

Without prior written consent of Pledgee, the Company will not provide any person or entity with any loan or credit or guarantee in any form; assist or allow the Pledgor to set up any new pledges or grant other security over the Equity Interest, nor will the

Company assist or allow the Pledgor to transfer the Equity Interest.

- 6.11 公司同意和出质人共同严格遵守本协议 6.7 条与 6.8 条项下规定的义务。
The Company agrees to, jointly with the Pledgor, strictly comply with Article 6.7 and Article 6.8 of this Agreement.
- 6.12 未经质权人事先书面同意,公司不得进行转让公司资产或者在公司资产上设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担(包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让,或者附加于该等资产上的任何产权或使用权负担)。
Without prior written consent of Pledgee, the Company shall not transfer its assets or set up (or allow the existence of) any security or encumbrances on property rights that may affect Pledgee's rights and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).
- 6.13 当有任何法律诉讼、仲裁或其它请求发生,而可能会对公司、股权或质权人在合作系列协议及本协议项下的利益有不利影响时,公司保证将尽快和及时地书面通知质权人,并根据质权人的合理要求,采取一切必要措施以确保质权人对股权的质押权益。
Where there are any litigations, arbitrations or any other claims, which may adversely impact the Company, the Equity Interest, or Pledgee's interests under the Cooperation Agreements and this Agreement, the Company shall, as soon as possible, send timely notice to Pledgee and according to reasonable requests of Pledgee take all necessary measures to protect Pledgee's pledge interests in the Equity Interest.
- 6.14 公司不得进行或容许任何可能会对质权人在合作系列协议及本协议项下的利益或股权有不利影响之行为或行动。
The Company shall not conduct or allow any acts or actions that may adversely impact the Equity Interest or Pledgee's interest under the Cooperation Agreements and this Agreement.
- 6.15 公司将于每公历季度的第一个月内向质权人提供公司此前一公历季度的财务报表,包括但不限于资产负债表、利润表和现金流量表。公司将于每个财政年度末的 90 日内,向质权人提供公司在本财政年度的经审计的财务报表,该财务报表应当经由质权人批准的独立注册会计师审计并认证。
The Company shall, during the first month of each calendar quarter, provide to Pledgee its financial statements for the preceding calendar quarter, including without limitation its balance sheets, profit statements and cash flow statements. Within 90 days of the end of each fiscal year, the Company shall provide Pledgee with the Company's audited financial statements of the current fiscal year, which shall be audited and certified by the independent certified auditor approved by Pledgee.
- 6.16 公司保证根据质权人的合理要求,采取一切必要措施及签署一切必要文件,以确保质权人对股权的质押权益及该等权益的行使和实现。
The Company shall, pursuant to Pledgee's reasonable requests, take all necessary measures and sign all necessary documents so as to ensure and protect Pledgee's pledge rights over the Equity Interest and the realization thereof.
- 6.17 如果由于本协议项下质权的行使而引起任何股权的转让,公司保证采取一切措施

以完成该等转让。

If the exercise of the Pledge under this Agreement results in any transfer of the Equity Interest, the Company agrees and warrants that it will take all measures to effect such transfer.

7. 违约事件

Event of Default

7.1 下列情况均应被视为违约事件：

The following circumstances shall be deemed Event of Default:

- 7.1.1 任何义务人未能完整或即时履行其合作系列协议项下任何担保债务；
Any Obligor fails to promptly perform or perform in full any of its Secured Obligations under the Cooperation Agreements;
- 7.1.2 股东在本协议第 5 条所作的任何陈述或保证含有严重失实陈述或错误，和/或股东违反本协议第 5 条的任何保证；
Any representation or warranty by Shareholders in Section 5 of this Agreement contains material misrepresentations or errors, and/or Shareholders violates any of the warranties in Section 5 of this Agreement;
- 7.1.3 股东和公司未能按第 3.1 条中的规定完成登记机关的股权出质登记；
Shareholders and the Company fail to complete the registration of the Pledge with Registration Authority under Section 3.1 of this Agreement;
- 7.1.4 股东或公司违反本协议的任何规定；
Shareholders or the Company breach any provisions of this Agreement;
- 7.1.5 除第 6.1.1 条中明确规定外，出质人转让或意图转让或放弃股权或者未经质权人书面同意而让予股权；
Except as expressly stipulated in Section 6.1.1, the Pledgor transfers or purports to transfer or abandons the Equity Interest or assigns the Equity Interest without the written consent of Pledgee;
- 7.1.6 出质人对任何第三方的自身的贷款、保证、赔偿、承诺或其他债务责任 (1)因出质人违约被要求提前偿还或履行；或(2)已到期但不能如期偿还或履行；
Any of Pledgor' own loans, guarantees, indemnifications, promises or other debt liabilities to any third party or parties (1) become subject to a demand of early repayment or performance due to default on the part of Pledgor; or (2) become due but are not capable of being repaid or performed in a timely manner;
- 7.1.7 使本协议可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、使之失效或有实质性更改；
Any approval, license, permit or authorization of government agencies that makes this Agreement enforceable, legal and effective is withdrawn, terminated, invalidated or substantively changed;
- 7.1.8 适用的法律的颁布使本协议非法或使股东不能继续履行其在本协议项下

的义务；

The promulgation of applicable laws renders this Agreement illegal or renders it impossible for Shareholders to continue to perform its obligations under this Agreement;

- 7.1.9 出质人所拥有的财产出现不利变化，致使质权人认为出质人履行其在本协议项下的义务的能力已受到影响；

Adverse changes in properties owned by the Pledgor, which lead Pledgee to believe that that Pledgor's ability to perform its obligations under this Agreement has been affected;

- 7.1.10 公司的继承人或托管人只能部分履行或拒绝履行合作系列协议项下的任何义务；及

The successor or custodian of the Company is capable of only partially performing or refuses to perform any obligation under the Cooperation Agreements; and

- 7.1.11 质权人不能或可能不能行使其针对质权的权利的任何其他情况。

Any other circumstances occur where Pledgee is or may become unable to exercise its right with respect to the Pledge.

- 7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生，出质人应立即相应地书面通知质权人。

Upon notice or discovery of the occurrence of any circumstances described in Section 7.1 or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgor shall immediately notify Pledgee in writing accordingly.

- 7.3 除非本第 7.1 条所列明的违约事件已经在质权人通知之日起三十（30）天内令质权人满意地得到圆满解决，否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出违约通知，要求出质人立即支付合作系列协议项下任何应付款和/或按本协议第 8 条的规定处置质权。

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within thirty (30) days of Pledgee's notice, Pledgee may issue a Notice of Default to Pledgor in writing upon the occurrence of the Event of Default or at any time thereafter and demand that Pledgor immediately pay all payments due under the Cooperation Agreements, and/or disposes of the Pledge in accordance with the provisions of Section 8 of this Agreement.

8. 质权的行使

Exercise of Pledge

- 8.1 在合作系列协议完全履行及其所述应付款足额偿还前，未经质权人书面同意，出质人不得转让质权或股权。

Prior to the full performance of the Cooperation Agreements and full payment of all payments described therein, without Pledgee's written consent, Pledgor shall not assign the Pledge or the Equity Interest.

- 8.2 质权人行使质权时可向出质人发出违约通知。

Pledgee may issue a Notice of Default to Pledgor when exercising the Pledge.

- 8.3 受限于第 7.3 条的规定，质权人可在按第 7.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使强制执行质权的权利。一旦质权人选择强制执行质权，出质人应不再拥有与股权有关的任何权利或利益。

Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge concurrently with the issuance of the Notice of Default in accordance with Section 7.2 or at any time after the issuance of the Notice of Default. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.

- 8.4 在违约事件发生时，在许可的范围内并根据适用法律，质权人有权依法处置质押的股权；质权人因行使其质权而收到的全部款项，在清偿担保债务后若有剩余，则余款支付给出质人或有权收取该款项的人（不计利息），在中国法律允许的情况下，出质人或有权收取该款项的人应在收到余款后全额返还质权人。

In the Event of Default, Pledgee is entitled to dispose of the Equity Interest pledged, to the extent permitted and in accordance with applicable laws; if, after satisfying all Secured Obligations, there is any balance in the monies collected by Pledgee by enforcing the Pledge, then such balance shall be, without calculation of interests, paid to Pledgor or other parties entitled to receive such balance. The Pledgor or other parties entitled to receive such balance shall fully return to the Pledgee to the extent permitted under PRC laws.

- 8.5 当质权人依照本协议处置质权时，股东和公司应提供必要的协助，以使质权人能够根据本协议强制执行质权。

When Pledgee disposes of the Pledge in accordance with this Agreement, Shareholders and the Company shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

- 8.6 一切与本协议项下股权质押的设定及质权人权利实现有关的实际开支、税费及全部法律费用等，应由出质人承担，法律规定由质权人承担的除外。

Unless otherwise provided by the law, all expenses, tax, charges and all legal fees relating to the establishment of the Pledge and enforcement of it shall be borne by Pledgor.

9. 转让 Assignment

- 9.1 未经质权人事先书面同意，股东和公司无权转让或转授其在本协议项下的权利和义务。

Without Pledgee's prior written consent, Shareholders and the Company shall not assign or delegate its rights and obligations under this Agreement.

- 9.2 本协议应对股东及其继任人和经许可的受让人均有约束力，并且应对质权人及其每一继任人和受让人有效。

This Agreement shall be binding on Shareholders and its successors and permitted assigns, and shall be valid with respect to Pledgee and each of its successors and assigns.

- 9.3 在任何时候，质权人均可以将其在本协议和合作系列协议项下的任何及所有权利和义务转让给其指定人（自然人/法人），在该情况下，受让人应享有和承担质权人在本协议项下的权利和义务，如同其是本协议的原始一方一样。当质权人转

让本协议和合作系列协议项下的权利和义务时，应质权人要求，股东和公司应签署有关协议或与该等转让有关的其他文件。

At any time, Pledgee may assign any and all of its rights and obligations under this Agreement and the Cooperation Agreements to its designee(s) (natural/legal persons), in which case the assigns shall have the rights and obligations of Pledgee under this Agreement, as if it were the original party to this Agreement. When Pledgee assigns the rights and obligations under this Agreement and the Cooperation Agreements, upon Pledgee's request, Shareholders and the Company shall execute relevant agreements or other documents relating to such assignment.

- 9.4 如果因转让而导致质权人变更，应质权人要求，股东和公司应与新的质权人按与本协议相同的条款和条件签署一份新的质押协议。

In the event of a change in Pledgee due to an assignment, Shareholders and the Company shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement.

- 9.5 全部义务人应严格遵守本协议和本协议各方或其中任何一方共同或单独签署的其他合同的规定，包括合作系列协议，履行在本协议和其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，股东不得行使其对在本协议项下质押的股权的任何余下的权利。

The Obligors shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Cooperation Agreements, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Shareholders except in accordance with the written instructions of Pledgee.

10. 终止

Termination

在合作系列协议完全履行及其项下的应付款足额支付之后，并且在全部义务人在合作系列协议项下的担保债务终止之后，本协议应终止，并且质权人应在合理切实可行范围内尽快解除本协议项下的股权质押，并配合出质人办理注销在公司的股东名册内以及在登记机关所作的股权质押的登记，因解除股权质押而产生的合理费用由出质人承担。

Upon the full performance of the Cooperation Agreements and full payment of all payments described therein, and upon termination of the Obligors' Secured Obligations under the Cooperation Agreements, this Agreement shall be terminated, and Pledgee shall then release the equity pledge hereunder as soon as reasonably practicable and cooperate with Pledgor in connection with the deregistration of the equity pledge in the Company's shareholder register and with the Registration Authority. The reasonable fees arising from pledge deregistration shall be borne by Pledgor.

11. 手续费及其他费用

Handling Fees and Other Expenses

除非另行约定或适用法律要求，与本协议有关的所有费用及实际开支，包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由公司承担。

Unless otherwise agreed or required by applicable laws, all fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by the Company.

12. 保密责任
Confidentiality

各方承认,其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密,而在未得到其他各方书面同意前,其不得向任何第三方披露任何有关资料,除下列情况外:(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露);(b)适用法律或任何证券交易所的规则或规定要求披露之资料;或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料,而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露,该一方应对违反本协议承担法律责任。无论本协议以任何理由终止,本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

13. 管辖法律、争议解决和法律变更
Governing Law, Resolution of Disputes and Change in Laws

- 13.1 本协议的签署、生效、解释和履行,以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜,应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 13.2 如果因解释和履行本协议的规定发生任何争议,各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致,则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行,仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 13.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时,除争议的事项外,本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 13.4 在本协议签署之日后,如果在任何时候,任何中国法律、法规或规章的颁布或改变,或对该等法律、法规或规章的解释或适用的改变;应适用以下约定:(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响),各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准;以及 (b) 如果由于上述法律变更或新颁布的规定,任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响,各方应利用所有合法的途径取得对遵守该变更或规定的豁免,尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决,受影响一方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 13.5 受限于中国法律的规定,仲裁庭可以就出质人的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定出质人

进行清算。仲裁裁决生效后,任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定,作为财产保全或执行措施,经争议一方请求,具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下,向争议一方提供临时性救济措施。受限于中国法律的规定,(i)香港,(ii)开曼群岛,(iii)公司的注册成立地(即中国深圳);及(iv)最终控股股东或公司主要资产所在地的法院,对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Pledgor, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Pledgor. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions) shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Company (i.e. Shenzhen, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

14. 通知 Notices

- 14.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定: All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的,则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

- 14.1.2 通知如果是通过传真发出的,则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

- 14.2 为通知的目的,各方地址如下:

For the purpose of notices, the addresses of the Parties are as follows:

公司: 陆控(深圳)科技服务有限公司
Company: Lufax Holding (Shenzhen) Technology Service Co., Ltd.
地址: 深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海

商务秘书有限公司)
Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong
Modern Service Industry Cooperation Zone, Shenzhen (settled in
Shenzhen Qianhai Business Secretary Co., Ltd.)
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳市陆控企业管理有限公司
Company: **Shenzhen Lufax Holding Enterprise Management Co., Ltd..**
地址: 深圳市前海深港合作区前湾一路 1 号 A 栋 201 室(入驻深圳市前海
商务秘书有限公司)
Address: Room A201, No.1, Qianwan Yi Road, Qianhai Shenzhen-Hongkong
Modern Service Industry Cooperation Zone, Shenzhen (settled in
Shenzhen Qianhai Business Secretary Co., Ltd.)
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: **Shenzhen Pingan Financial Technology Consultation Company**
地址: 深圳市福田区八卦岭八卦三路平安大厦四楼
Address: Fourth floor, Bagualingbaguasan Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: **Shanghai Lanbang Investment Company**
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: **Xinjiang Tongjun Equity Investment Limited Partnership**
地址: 新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号
Address: No. 46, Floor 4, No.21 Xiamen Road, Economic and technological
Development District, Urumchi, Xinjiang
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: **Linzhi Jinsheng Investment Management Limited Partnership**
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: **Yang Xuelian**

地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 14.3 任何一方均可按本条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

15. 分割性
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行,则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商,争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定,而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

16. 继任者
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。
This Agreement shall be binding on the respective successors of the Parties and the

permitted assigns of such Parties.

17. 继续有效
Survival

- 17.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 17.2 第 13、14 条和本第 17 条的规定在本协议终止后应继续有效。
The provisions of Sections 13, 14 and this Section 17 shall survive the termination of this Agreement.

18. 弃权
Waivers

任何一方均可以对本协议的条款和条件作出弃权, 但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

19. 修订、更改与补充
Amendment, Change and Supplement

- 19.1 对本协议作出的任何修订、更改与补充, 均须经所有各方签署书面协议, 并于相关政府登记 (如适用)。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties and be recorded with competent governmental authorities (if applicable).

- 19.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见, 或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化, 各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

20. 语言
Language

本协议以中文书就, 英文翻译仅供参考。中文版本和英文版本如有不一致, 应以中文版本为准。本协议正本一式十五(15)份, 各方各持一(1)份, 其余由平安金科

持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the PinganJinke having the others; each counterpart has equal legal validity.

[以下无正文]

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huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

陆控（深圳）科技服务有限公司
Lufax Holding (Shenzhen) Technology Service Co., Ltd

签署：

By:

姓名：计葵生

Name: GREGORY DEAN GIBB

职务：法定代表人

Title: Legal Representative

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

深圳市陆控企业管理有限公司
Shenzhen Lufax Holding Enterprise Management Co., Ltd.



签署：
By: _____
姓名：李仁杰
Name: Li Renjie
职务：法定代表人
Title: Legal Representative

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company



签署:

By:

姓名: 周廷源

Name: Zhou Tingyuan

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
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上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 石京魁

Name: Shi Jingkui

职务: 法定代表人

Title: Legal Representative

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner



SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

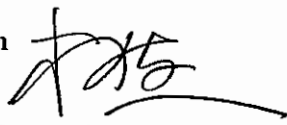
有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

杨学连

Yang Xuelian

签署:

By:



SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

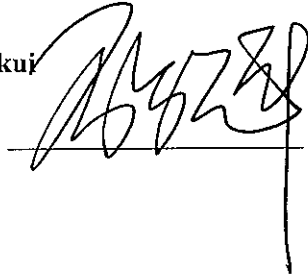
有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

石京魁

Shi Jingkui

签署：

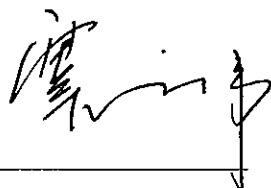
By:

A handwritten signature in black ink, appearing to be 'Shi Jingkui', written over a horizontal line. A vertical line extends downwards from the end of the signature.

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

窦文伟
Dou Wenwei
签署：
By: _____



SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

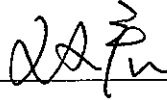
有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

王文君

Wang Wenjun

签署:

By:

_____

huangjue@haiwen-law.com/180.167.217.26
Sunstone/07:05:2020 19:00

SIGNATURE PAGE TO SHARE PLEDGE AGREEMENT

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

深圳市陆控企业管理有限公司(下称“深圳陆控”)

本人，杨学连，(i) 持有上海兰帮投资有限责任公司（下称“上海兰帮”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）的普通合伙人并持有林芝金生 60%的财产份额。上海兰帮直接持有深圳陆控 18.29%的股权，林芝金生直接持有深圳陆控 2.17%的股权；并且(ii) 在 2018 年 11 月 21 日与陆控（深圳）科技服务有限公司和其他深圳陆控的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关深圳陆控 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何深圳陆控的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关深圳陆控 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予陆控（深圳）科技服务有限公司或其指定的在中国法律允许范围内的自然人或法人，同时本人在深圳陆控直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对深圳陆控的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关深圳陆控 VIE 协议之履行。本人承诺不会做出任何可能与相关深圳陆控 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关深圳陆控 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致深圳陆控与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关深圳陆控 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护陆控（深圳）科技服务有限公司在相关深圳陆控 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:



杨学连

2018年11月21日

huangjue@haiwen-law.com/180.167.2717
Sunstone/07:05:2020 19:00

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

深圳市陆控企业管理有限公司(下称“深圳陆控”)

本人，石京魁，(i) 持有上海兰帮投资有限责任公司（下称“上海兰帮”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）的有限合伙人并持有林芝金生 40%的财产份额。上海兰帮直接持有深圳陆控 18.29%的股权，林芝金生直接持有深圳陆控 2.17%的股权；并且(ii) 在 2018 年 11 月 21 日与陆控（深圳）科技服务有限公司和其他深圳陆控的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关深圳陆控 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何深圳陆控的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关深圳陆控 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予陆控（深圳）科技服务有限公司或其指定的在中国法律允许范围内的自然人或法人，同时本人在深圳陆控直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对深圳陆控的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关深圳陆控 VIE 协议之履行。本人承诺不会做出任何可能与相关深圳陆控 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关深圳陆控 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致深圳陆控与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关深圳陆控 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护陆控（深圳）科技服务有限公司在相关深圳陆控 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:



石京魁

2018年12月5日

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

深圳市陆控企业管理有限公司(下称“深圳陆控”)

本人，窦文伟，(i) 是新疆同君股权投资有限合伙企业（下称“新疆同君”）的普通合伙人，持有新疆同君 50% 的财产份额。新疆同君直接持有深圳陆控 29.55% 的股权；并且 (ii) 在 2018 年 11 月 21 日与陆控（深圳）科技服务有限公司和其他深圳陆控的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关深圳陆控 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何深圳陆控的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关深圳陆控 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予陆控（深圳）科技服务有限公司或其指定的在中国法律允许范围内的自然人或法人，同时本人在深圳陆控直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对深圳陆控的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关深圳陆控 VIE 协议之履行。本人承诺不会做出任何可能与相关深圳陆控 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关深圳陆控 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致深圳陆控与拟上市公司及其下属公司利益

相冲突。

- (2) 如果本人在履行相关深圳陆控 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护陆控（深圳）科技服务有限公司在相关深圳陆控 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:



窦文伟

2018 年 11 月 21 日

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

深圳市陆控企业管理有限公司 (下称“深圳陆控”)

本人，王文君，(i) 是新疆同君股权投资有限合伙企业（下称“新疆同君”）的有限合伙人，持有新疆同君 50% 的财产份额。新疆同君直接持有深圳陆控 29.55% 的股权；并且 (ii) 在 2018 年 11 月 21 日与陆控（深圳）科技服务有限公司和其他深圳陆控的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关深圳陆控 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何深圳陆控的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关深圳陆控 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予陆控（深圳）科技服务有限公司或其指定的在中国法律允许范围内的自然人或法人，同时本人在深圳陆控直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对深圳陆控的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关深圳陆控 VIE 协议之履行。本人承诺不会做出任何可能与相关深圳陆控 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关深圳陆控 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致深圳陆控与拟上市公司及其下属公司利益

相冲突。

- (2) 如果本人在履行相关深圳陆控 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护陆控（深圳）科技服务有限公司在相关深圳陆控 VIE 协议项下的合法利益并服从拟上市公司的指示。

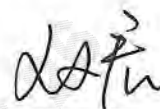
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:



王文君

2018 年 11 月 21 日

huangjue@haiwen-law.com/180.167.217
Sunstone/07:05:2020 19:00

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

深圳市陆控企业管理有限公司(下称“深圳陆控”)

本人，李红江，身份证号码为 410711196005151045。本人为杨学连之合法配偶。

本人知悉：(i) 杨学连通过上海兰帮投资有限责任公司（下称“上海兰帮”）及林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）间接持有深圳陆控 10.447%的股权；及 (ii) 杨学连在 2018 年 11 月 21 日与陆控（深圳）科技服务有限公司和其他深圳陆控的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关深圳陆控 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 杨学连通过上海兰帮及林芝金生间接持有的任何深圳陆控的股权及其所附带的所有权益（下称“相关股权”）均为杨学连的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照杨学连签署的相关深圳陆控 VIE 协议进行处分。本人确认，在任何时点均将对相关深圳陆控 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与深圳陆控的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关深圳陆控 VIE 协议之订立目的或意图相违背的行为或举措。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署:



李红江

2018 年11 月 21 日

huangjue@haiwen-law.com/180.167.27.17
Sunstone/07:05:2020 19:00

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

深圳市陆控企业管理有限公司(下称“深圳陆控”)

本人，祁洵，身份证号码为 340303196507250625。本人为石京魁之合法配偶。

本人知悉：(i) 石京魁通过上海兰帮投资有限责任公司（下称“上海兰帮”）及林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）间接持有深圳陆控 10.013%的股权；及(ii) 石京魁在 2018 年 11 月 21 日与陆控（深圳）科技服务有限公司和其他深圳陆控的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关深圳陆控 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 石京魁通过上海兰帮及林芝金生间接持有的任何深圳陆控的股权及其所附带的所有权益（下称“相关股权”）均为石京魁的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照石京魁签署的相关深圳陆控 VIE 协议进行处分。本人确认，在任何时点均将对相关深圳陆控 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与深圳陆控的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关深圳陆控 VIE 协议之订立目的或意图相违背的行为或举措。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署:

邵炯
邵 炯

2018年12月6日

huangjue@haiwen-law.com/180.167.2717
Sunstone/07:05:2020 19:00

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

深圳市陆控企业管理有限公司(下称“深圳陆控”)

本人，孙增杰，身份证号码为 220104196706181528。本人为窦文伟之合法配偶。

本人知悉：(i) 窦文伟通过新疆同君股权投资有限合伙企业（下称“新疆同君”）直接持有深圳陆控 14.775%的股权；及(ii) 窦文伟在 2018 年 11 月 21 日与陆控（深圳）科技服务有限公司和其他深圳陆控的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关深圳陆控 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 窦文伟通过新疆同君间接持有的任何深圳陆控的股权及其所附带的所有权益（下称“相关股权”）均为窦文伟的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照窦文伟签署的相关深圳陆控 VIE 协议进行处分。本人确认，在任何时点均将对相关深圳陆控 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与深圳陆控的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关深圳陆控 VIE 协议之订立目的或意图相违背的行为或举措。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署:



孙增杰

2018 年 11 月 21 日

huangjue@haiwen-law.com/180.167.27.17
Sunstone/07:05:2020 19:00

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

深圳市陆控企业管理有限公司(下称“深圳陆控”)

本人，丰小之，身份证号码为 440121196504270036。本人为王文君之合法配偶。

本人知悉：(i) 王文君通过新疆同君股权投资有限合伙企业（下称“新疆同君”）间接持有深圳陆控 14.775%的股权；及(ii) 王文君在 2018 年 11 月 21 日与陆控（深圳）科技服务有限公司和其他深圳陆控的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关深圳陆控 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 王文君通过新疆同君间接持有的任何深圳陆控的股权及其所附带的所有权益（下称“相关股权”）均为王文君的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照王文君签署的相关深圳陆控 VIE 协议进行处分。本人确认，在任何时点均将对相关深圳陆控 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与深圳陆控的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关深圳陆控 VIE 协议之订立目的或意图相违背的行为或举措。

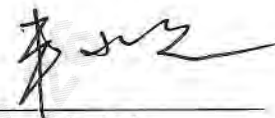
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署:


丰小之

2018 年 11 月 21 日

huangjue@haiwen-law.com/180.167.2717
Sunstone/07:05:2020 19:00

终止协议

本终止协议（“本协议”）由以下各方于2023年2月1日在上海市签订：

（1） **深圳平安金融科技咨询有限公司**，一家依照中华人民共和国（仅为本协议的目的，不包括香港、澳门特别行政区和台湾，以下简称“中国”）法律设立的有限责任公司，注册地址为深圳市福田区福田街道福安社区益田路5033号平安金融中心47楼；

（2） **新疆同君股权投资有限合伙企业**，一家依照中国法律设立的合伙企业，注册地址为广东省深圳市罗湖区红岭中路1010号国际信托大厦2楼；

（3） **林芝金生投资管理合伙企业（有限合伙）**，一家依照中国法律设立的合伙企业，注册地址为西藏林芝地区工布江达县物价局三楼301室；

（4） **上海兰帮投资有限责任公司**，一家依照中国法律设立的有限责任公司，注册地址为上海市浦东新区龙阳路2277号1002N室；

（5） **上海雄国企业管理有限公司**，一家依照中华人民共和国（仅为本协议的目的，不包括香港、澳门特别行政区和台湾，以下简称“中国”）法律设立的有限责任公司，注册地址为中国(上海)自由贸易试验区陆家嘴环路1333号4层0401室（“上海雄国”）；

（6） **上海惠康信息技术有限公司**，一家依照中国法律设立的有限责任公司，注册地址为中国(上海)自由贸易试验区陆家嘴环路1333号3层0308室（“上海惠康”）；

（7） **上海陆金所信息科技股份有限公司**，一家依照中国法律设立股份有限公司，注册地址为中国(上海)自由贸易试验区陆家嘴环路1333号13楼（“上海陆金所”）；

（8） **西双版纳商品交易中心股份有限公司**，一家依照中国法律设立的股份有限公司，注册地址为云南省西双版纳傣族自治州景洪市勐海路74号（“西交所”）；

（9） **未鲲（上海）科技服务有限公司**，一家依照中国法律设立的有限责任公司，注册地址为中国(上海)自由贸易试验区陆家嘴环路1333号15楼（“上海未鲲”）。

（本协议中，以上各方分别称为“一方”，合称为“各方”。）

鉴于：各方已于2015年3月23日分别签订了上海雄国VIE协议（具体如附件一所示）、上海惠康VIE协议（具体如附件二所示）、上海陆金所VIE协议（具

体如附件三所示）及西交所VIE协议（具体如附件四所示）（前述VIE协议统称为“架构协议”）；和

鉴于：各方现希望终止架构协议，并停止架构协议的执行。

因此，作为以上事项及其他良好而有价值的条件的对价，各方愿意接受本协议的法律约束，并特此达成如下协议：

1. 各方同意，架构协议于本协议签署之日（“终止日”）起终止，架构协议已履行的部分（如有）各方均予以接受不再返回原状亦不存在补偿问题，尚未履行的部分自终止日起均不再履行。各方确认，截至终止日，各方就架构协议的履行不存在任何纠纷、诉讼或争议，亦不会于终止日后的任何时候提出任何主张、请求或索赔，并且各方对架构协议的终止亦不存在任何争议。各方在此放弃以任何形式就架构协议（包括但不限于各方在架构协议项下的权利义务等）的履行与终止向其他方提出追索、赔偿或其他请求的权利。
2. 就架构协议的终止，各方进一步共同/分别承诺及保证：
 - (1) 其为按照中国法律正式注册成立、有效存续的企业；
 - (2) 其拥有完全的法律权利、必需的权力和授权并已采取所有必要的内部行动（包括但不限于必要内部批准）以签署、送达本协议和履行其在本协议下的义务；
 - (3) 在本协议经由协议各方签署和送达后，本协议均应构成对各方有效且具有约束力的协议并可根据其条款对其进行强制执行；
 - (4) 其订立、签署、递交和履行本协议均符合适用的中国法律、法规、规范性文件和其他政府要求；
 - (5) 架构协议终止不会导致任何一方产生对其他方的任何债务负担；以及
 - (6) 任何一方不会因架构协议的履行和终止向其他方提起诉讼、仲裁或其他法律程序。
3. 各方确认并同意，自架构协议终止日起，除本协议另有约定外，架构协议的任何条款均不再有效，各方不再受该等条款的约束。尽管有前述规定，但是，架构协议中有关保密义务、通知、违约责任、管辖法律和争议解决的条款在架构协议终止后应继续有效，并对各方具有充分的约束力。
4. 无论本协议是否已终止，各方应对在本协议订立和履行过程中所获悉的有关其他方的商业秘密、专有信息、客户信息及其他具有保密性质的所有信

息（“**保密信息**”）进行严格保密。除经保密信息披露方的事先书面同意或根据有关法律、法规的规定或一方关联公司上市地的要求必须向第三方披露外，接收保密信息的一方不得向其他任何第三方披露任何保密信息；除为本协议履行之目的外，接收保密信息一方不得使用或间接使用任何保密信息。

5. 本协议经各方正式签署/盖章后生效，并对各方具有约束力。
6. 本协议的订立、生效、履行、修改、解释和终止均适用中国法律。本协议项下发生的及与本协议有关的任何争议应由各方协商解决，如争议产生后三十（30）天内各方无法达成一致意见的，则该争议应提交中国国际经济贸易仲裁委员会，依据提交仲裁时该委员会有效的仲裁规则在上海进行仲裁，仲裁的结果是终局性的，对各方均有约束力。
7. 本协议用中文作成，正本一式拾（10）份，上海未鲲执贰(2)份，其他各方各执壹(1)份，每份具有同等的法律效力。

（本页以下无正文；签字页附后）

各方已经自身或促使其各自的正式授权代表于文首所书日期签署本《终止协议》，特此为证。



深圳平安金融科技咨询有限公司（公章）

签字：_____

姓名：王仕永
职务：法定代表人

各方已经自身或促使其各自的正式授权代表于文首所书日期签署本《终止协议》，特此为证。

新疆同君股权投资有限合伙企业（公章）

签字：_____

姓名：窦文伟

职务：执行事务合伙人

各方已经自身或促使其各自的正式授权代表于文首所书日期签署本《终止协议》，特此为证。

林芝金生投资管理合伙企业（有限合伙）（公章）

签字：_____

姓名：杨学连

职务：执行事务合伙人

日期： 年 月 日

各方已经自身或促使其各自的正式授权代表于文首所书日期签署本《终止协议》，特此为证。

上海兰帮投资有限责任公司（公章）

签字：_____

姓名：钟毅

职务：法定代表人

各方已经自身或促使其各自的正式授权代表于文首所书日期签署本《终止协议》，特此为证。

上海雄国企业管理有限公司（公章）

签字：_____

姓名：GIBB GREGORY DEAN

职务：法定代表人

日期： 年 月 日

各方已经自身或促使其各自的正式授权代表于文首所书日期签署本《终止协议》，特此为证。

上海惠康信息技术有限公司（公章）

签字：_____

姓名：钟毅

职务：法定代表人

日期： 年 月 日

各方已经自身或促使其各自的正式授权代表于文首所书日期签署本《终止协议》，特此为证。

上海陆金所信息科技股份有限公司（公章）



签字：_____

姓名：陈东起

职务：法定代表人

日期： 年 月 日

各方已经自身或促使其各自的正式授权代表于文首所书日期签署本《终止协议》，特此为证。

西双版纳商品交易中心股份有限公司（公章）



签字：_____

姓名：李正宇

职务：法定代表人

日期： 年 月 日

各方已经自身或促使其各自的正式授权代表于文首所书日期签署本《终止协议》，特此为证。

未鲲（上海）科技服务有限公司（公章）



签字：_____

姓名：YONG SUK CHO

职务：法定代表人

日期： 年 月 日

附件一 上海雄国VIE协议

1. 上海未鲲和上海雄国签署的《独家业务合作协议》；
2. 上海未鲲和上海雄国及其股东签署的《独家股权购买权协议》；
3. 上海未鲲和上海雄国及其股东签署的《独家资产购买权协议》；
4. 上海未鲲和上海雄国及其股东签署的《股东表决委托协议》；
5. 上海未鲲和上海雄国及其股东分别签署的《股权质押协议》。

附件二 上海惠康VIE协议

1. 上海未鲲和上海惠康签署的《独家业务合作协议》；
2. 上海未鲲与上海雄国、上海惠康、上海陆金所及西交所签署的《独家股权购买权协议》（“**购买权协议 I**”）；
3. 上海未鲲和上海惠康、上海雄国签署的《股东表决委托协议》；
4. 上海未鲲和上海惠康、上海雄国签署的《股权质押协议》。

附件三 上海陆金所VIE协议

1. 上海未鲲和上海陆金所签署的《独家业务合作协议》；
2. 购买权协议 I；
3. 上海未鲲和上海惠康、上海陆金所及西交所签署的《独家股权购买权协议》（“购买权协议 II”）；
4. 上海未鲲和上海陆金所及其股东签署的《独家资产购买权协议》；
5. 上海未鲲和上海陆金所及其股东签署的《股东表决委托协议》；
6. 上海未鲲和上海陆金所、上海雄国签署的《股权质押协议》；
7. 上海未鲲和上海陆金所、上海惠康签署的《股权质押协议》。

附件四 西交所VIE协议

1. 上海未鲲和西交所签署的《独家业务合作协议》；
2. 购买权协议 I；
3. 购买权协议 II；
4. 上海未鲲和西交所及其股东签署的《独家资产购买权协议》；
5. 上海未鲲和西交所及其股东签署的《股东表决委托协议》；
6. 上海未鲲和西交所、上海雄国签署的《股权质押协议》；
7. 上海未鲲和西交所、上海惠康签署的《股权质押协议》。

独家业务合作协议
Exclusive Business Cooperation Agreement

本独家业务合作协议（下称“本协议”）由以下双方于 2023 年 02 月 01 日在【】签署。

This Exclusive Business Cooperation Agreement (this "Agreement") is made and entered into by and between the following Parties on 【】 in 【】.

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的所有股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party A**"). The entire equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands.

上海惠康信息技术有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室（“乙方”或“运营实体”）。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No. 1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party B**" or "**OPCO**").

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a "**Party**" respectively, and as the "**Parties**" collectively.

鉴于：

Whereas,

1. 甲方是一家在中华人民共和国（下称“中国”）注册的有限责任公司，拥有提供技术服务和商务咨询服务的必要资源；
Party A is a limited liability company established in the People's Republic of China ("**China**"), and has the necessary resources to provide technical services and business consulting services;
2. 乙方是一家在中国注册的内资公司；
Party B is a company with exclusively domestic capital registered in China;
3. 甲方同意利用其人力、技术和信息优势，在本协议有效期内向乙方提供有关独家技术服务、技术咨询及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款的规定提供的该等服务。
Party A is willing to provide Party B, on an exclusive basis, with technical, consulting and other services (the detailed scope set forth below) during the term of this Agreement, utilizing its own advantages in human resources, technology and information, and Party B is willing to accept such exclusive services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, Party A and Party B have reached the following agreements:

1. 甲方服务提供
Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方提供全面的业务支持、技术服务和咨询服务，具体内容包括所有在乙方经核准的营业范围内由甲方不时决定的全部或部分服务，包括但不限于以下内容：技术服务、网络支持、业务咨询、设备或租赁、市场咨询、系统集成、产品研发和系统维护（“服务”）。

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with complete business support and technical and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which may include all or part of the services within the approved business scope of Party B as may be determined from time to time by Party A, including, but not limited to, technical services, network support, business consultations, equipment or leasing, marketing consultancy, system integration, product research and development, and system maintenance ("Service").

- 1.2 乙方同意接受甲方提供的咨询和服务。乙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.4 条描述的某些协议）为乙方提供本协议项下的咨询和/或服务。

Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not accept any consultations and/or services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.4 with Party B, to provide Party B with the consultations and/or services under this Agreement.

- 1.3 为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方有权向乙方提供财务支持（仅在中国法律允许的范围内）。为上述目的，甲方可以银行委托贷款或借款或其他方式向乙方和/或其任何股东提供财务支持，并应另行签署该等委托贷款或借款或其他方式的财务资助的相关合同。

To ensure that the cash flow requirements of Party B's ordinary operations are met and/or to set off any loss accrued during such operations, Party A has the right to, only to the extent permissible under the laws of PRC, to provide financial support to Party B, whether or not Party B actually incurs any such operational loss. For the aforesaid purpose, Party A's financial support to Party B may take the form of bank entrustment loans or borrowings or other

forms. Contracts for any such entrustment loans or borrowings or other forms of financial support shall be executed separately.

1.4 服务的提供方式
Service Providing Methodology

- 1.4.1 甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署其他技术服务协议和咨询服务协议，对特定技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements with the other Party or its affiliates, which shall provide the specific contents, manner, personnel, and fees for the specific technical services and consulting services.

- 1.4.2 为履行本协议，甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into intellectual property (including, but not limited to, software, trademark, patent and know-how) license agreements with the other Party or its affiliates, which shall permit Party B to use Party A's relevant intellectual property rights, at any time and from time to time based on the needs of the business of Party B.

- 1.4.3 乙方确认，甲方可自主决定将本协议下应向乙方提供的全部或部分服务分包给第三方承担。

Party B acknowledges that Party A may, at its own discretion, subcontract to third parties all or part of the Services Party A provides to Party B under this Agreement.

2. 服务费的计算、支付方式、财务报表、审计和税务
Calculation and Payment of the Service Fees, Financial Reports, Audit and Tax

- 2.1 双方同意，就甲方提供的服务，乙方应向甲方支付服务费（“服务费”）。在符合中国法律规定的前提下，服务费应为乙方的税前利润（包括乙方于任何财政年度在任何其附属公司应占的所有利润及所收取的任何其他分配，但不计算本协议项下所应支付的服务费），并扣除在任何财政年度所需的运营资本、开支、税金款额（甲方可根据中国税法原则和税务实践对服务费进行调整）以及与中国税法所规定的独立交易原则相符合的运营利润。服务费应当按季度支付。乙方应于每季度最后一天起 7 日内，(a)向甲方提供乙方当季度的管理报表和经营数据，其中应当明确乙方在当季度的税前收益；(b) 按甲方向乙方提供的各项调查报告、计划书、发票或其他书面文件，将服务费支付给甲方。甲方在收到管理报表和经

营数据后，可向乙方出具相应的服务费的发票。所有付款均应以汇款或各方认可的其它方式划入甲方指定的银行账户。各方同意，在本协议有效期内，甲方可不时向乙方送达通知更改该等付款指示，且甲方无需经乙方同意，有权仅依照其自主决定以至少提前 10 天书面通知乙方的方式调整上述服务费及服务费支付时间。

The Parties agree that, in consideration of the Services, Party B shall pay Party A service fees (the "**Service Fees**"). Subject to PRC laws, the Service Fees shall be equal to the profit before taxation of Party B (including all profits attributable to Party B of, and any other distributions received by Party B from, any of its subsidiaries in any financial year but without taking into account the Service Fees payable under this Agreement) and deducting working capital requirements, expenses and taxes (Party A can adjust the Service Fees based on applicable PRC tax laws and practices) and operating profit that is in compliance with the principle of independent transaction as stipulated in PRC tax law. The Service Fees shall be due and payable on a quarterly basis. Party B shall, within 7 days from the last day of each quarter, (a) deliver to Party A the management accounts and operating statistics of Party B for such quarter, including the before tax income of Party B during such quarter, and (b) pay the Service Fees to Party A upon request by Party A under various survey reports, plans, invoices or other written documents. After receipt of such management accounts and operating statistics, Party A may issue to Party B a corresponding service invoice. All payments shall be transferred into the bank accounts designated by Party A through remittance or in any other way acceptable by the Parties. The Parties agree that such payment instruction may be changed by a notice given by Party A to Party B from time to time and Party A shall have the right to adjust the Service Fees and the time of payment at its sole discretion without the consent of Party B by giving Party B no less than 10 days' prior written notice of such adjustment during the term of this Agreement.

- 2.2 乙方应于每个财政年度末的 90 日内向甲方提供乙方在本财政年度的审计的财务报表，该财务报表应当经由甲方批准的独立注册会计师审计。如果该等经审计的财务报表显示出本财政年度内乙方向甲方支付的服务费总额与乙方本财政年度根据中国财务报告准则所确定的税前收益扣除相关成本、合理费用后的剩余金额之间有任何差额，经甲方书面要求，乙方应向甲方支付该等差额。

Within ninety (90) days after the end of each fiscal year, Party B shall deliver to Party A audited financial statements of Party B for such fiscal year, which shall be audited by an independent certified public accountant approved by Party A. If such audited financial statements show any shortfall of the before tax income of Party B as determined based on China financial reporting standards minus relevant costs and reasonable expenses of Party B for such fiscal year compared to the aggregate amount of the Service Fees paid by Party B to Party A in such fiscal year, upon written requests from Party A, Party B shall pay Party A an amount equal to such shortfall.

- 2.3 双方同意，上述服务费的支付原则上不应使任何一方经营发生困难，为上述目的，且在实现上述原则的限度内，甲方可以同意乙方迟延支付服

务费，或经双方协商一致，可以书面形式调整第 2.1 条和第 2.2 条规定下乙方应向甲方支付服务费的时间安排。

The Parties agree that payment of the Services Fees shall not cause operational difficulty for any Party. For the purpose and in the spirit of the aforementioned principle, Party A may agree to a delay payment of Service Fees by Party B, or adjust the payment schedule under Section 2.1 and 2.2 by written notice upon mutual agreement of the Parties.

- 2.4 乙方应按照法律及商业惯例的要求编制符合甲方要求的财务报表。
Party B shall prepare its financial statements in satisfaction of Party A's requirements and in accordance with law and commercial practices.

- 2.5 经甲方提前 5 个工作日通知，乙方应允许甲方及甲方的控股股东（直接或间接）/或其指定审计师对乙方进行各类审计活动，包括在乙方的主要办公地点审计乙方的有关账册和记录并复印所需的该部分账册和记录。此外，乙方应向甲方及甲方的控股股东（直接或间接）/或其指定审计师提供有关乙方运营、业务、客户、财务、员工等相关信息和资料，并且同意最终控股股东为满足其证券上市地监管的要求而披露该等信息和资料。

Subject to a notice given by Party A 5 working days in advance, Party B shall allow Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor to carry out auditing activities on Party B, including reviewing, and making photocopies of, the relevant books and records of Party B at the principal office of Party B. Further, Party B shall provide Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor the information and materials in connection with the operation, businesses, clients, financials and employees of Party B, and agrees that the Ultimate Controlling Shareholder may disclose such information and materials to meet the requirements of the local regulatory authorities where its shares are listed.

- 2.6 本协议各方由于执行本协议所产生的税收负担，由各方自行承担。
Each of the Parties shall assume its own tax obligations in relation to performance of this Agreement.

3. 知识产权、保密条款以及禁止竞争

Intellectual Property Rights; Confidentiality Clauses; Non-competition

- 3.1 履行本协议而产生或创造的所有权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他，无论其是由甲方还是由乙方开发的，均由甲方享有独有的和所有权上的权利和权益。

Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including, but not limited to, copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others, regardless of whether they have been developed by Party A or Party B.

- 3.2 乙方未取得甲方事先书面同意前，不得转移、转让、抵押、许可或以其他方式处置其权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他。

Party B shall not transfer, assign, mortgage, license or otherwise dispose of the rights and interests in rights, ownerships, intellectual properties, including but not limited to copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others of Party B without the prior written consent of Party A.

- 3.3 双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged between them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor is also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

- 3.4 乙方不得（直接或间接）经营除乙方营业执照及经营许可证之许可范围之外的业务，不得在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务的实体，也不得经营甲方书面同意范围之外的其他业务。

Party B shall not engage in any business activities other than those within the scope of its business license and business permit, whether directly or indirectly, or any businesses in China which compete with the businesses of Party A, whether directly or indirectly, including invest in any entity conducting businesses which compete with the businesses of Party A, or any other businesses beyond the scope approved in writing by Party A.

- 3.5 双方同意，不论本协议是否更改、废除或终止，本条应继续有效。

The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

4. **陈述和保证**
Representations and Warranties

4.1 甲方陈述和保证如下：

Party A hereby represents and warrants as follows:

4.1.1 甲方是按照中国法律合法注册并有效存续的一家公司。

Party A is a company legally registered and validly existing in accordance with the laws of China.

4.1.2 甲方签署并履行本协议是在其法人资格及其业务运营范围之内；甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对甲方有约束力或影响的法律或其他限制。

Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party A.

4.1.3 本协议构成甲方的合法、有效和有约束力的义务，并应针对其可强制执行。

This Agreement constitutes Party A's legal, valid and binding obligations, and shall be enforceable against it.

4.1.4 不存在将影响甲方履行本协议项下义务的能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序，而且据其所知无人威胁将采取上述行动。

No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.

4.1.5 甲方已经向乙方披露了任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者使其资产或业务受到约束的文件，并且甲方此前提供给乙方的文件中没有对任何重要事实的不实陈述或者遗漏。

Party A has disclosed to Party B, all contracts, government approval, license or any other document restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party B do not contain any misrepresentations or omissions of material facts.

4.2 乙方陈述和保证如下：

Party B hereby represents and warrants as follows:

- 4.2.1 乙方是按照中国法律合法注册并有效存续的一家公司。
Party B is a company legally registered and validly existing in accordance with the laws of China;
- 4.2.2 乙方签署并履行本协议是在其法人资格及其业务运营范围之内；乙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对乙方有约束力或影响的法律或其他限制。
Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party B.
- 4.2.3 本协议构成乙方的合法、有效和有约束力的义务，并应针对其可强制执行。
This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it.
- 4.2.4 不存在将影响乙方履行本协议项下义务的能力的，已经发生且尚未了结的诉讼，仲裁或其他公司法或行政程序，而且据其所知无人威胁将采取上述行动。
No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.
- 4.2.5 乙方已经向甲方披露任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者其资产或业务受到约束的文件，并且乙方此前提供甲方的文件中没有对任何重要事实的不实陈述或者遗漏。
Party B has disclosed to Party A all contracts, government approvals, licenses or any other documents restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party A do not contain any misrepresentations or omissions of material facts.
- 4.2.6 乙方按照本协议的约定，及时足额向甲方支付服务费用，在服务期限内维持与乙方业务相关的许可和资质的持续有效性，积极配合甲方提供服务，接受甲方就乙方业务提出的合理的意见和建议。
Party B shall pay service fees in full and in time to Party A, maintain the licenses and qualifications related to Party B's business, and accept Party A's reasonable opinions and suggestions about Party B's business in accordance with the terms of this Agreement.

- 4.2.7 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得出售, 转让, 抵押或以其他方式处置其他任何资产, 业务或收入的合法权益, 或任何第三方提供担保, 或允许任何第三方在其资产或权益上设置任何其他担保权益, 但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose in any other way any of its assets or legitimate interests in the business and revenue of Party B, or provide guarantees to any third party, or allow any third party create any other security interest on its assets or equity interests, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.8 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得发生, 继承, 保证或容许存在任何债务, 但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into, inherit, guarantee or allow the existence of any debt, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.9 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得签署任何重大合同(就本段而言, 如果一份合同的价值超过人民币 10 万元, 即被视为重大合同), 但在日常经营活动中签署的合同除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into any material contracts (for the purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed to be a material contract), except the contracts entered into in the ordinary course of business.

- 4.2.10 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得与任何第三方合并, 兼并或组成联合实体, 或收购任何第三方或被收购或控制, 增加或减少其注册资本, 或者以其他任何方式改变其注册资本结构。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not merge with or takeover any third party or form any jointly controlled entity with any third party, or acquire any third party, to be acquired by or controlled by any third party, increase or reduce its registered capital, or alter the structure of the registered capital in any other way.

- 4.2.11 在相关中国法律允许的前提下, 乙方将委任甲方推荐的人担任其董事; 除非取得甲方的事先书面同意或有法定理由, 乙方不得以其他任何原因拒绝委任甲方推荐的人选。

Subject to permission under relevant laws of China, Party B shall elect the candidates Party A nominates as directors. Unless prior consent is obtained from Party A or due to statutory reasons, Party B

shall not refuse the candidates Party A nominates for any other reasons.

4.2.12 自本协议签署之日起, 乙方委托甲方保管与控制对乙方日常营运重要相关证书及公章, 包括乙方营业执照, 组织机构代码证, 公章, 合同章, 财务专用章及法定代表人章。

Since the date of signing this Agreement, Party B shall entrust Party A to retain and exercise physical control of the seals and certificates of Party B that are crucial to the ordinary course of business of Party B, including business licenses, organization code certificates, official seals, contract stamps, finance stamps and legal representative stamps of Party B.

4.3 双方在此同意:
Parties hereby agree as follows:

4.3.1 双方承诺, 一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方及/或其附属公司、分公司可以合法从事乙方的业务, 双方将在该等乙方的股权全部转让给甲方后立即解除本协议。

The Parties undertake to terminate this Agreement after the transfer of Party B's equity interests to Party A in the event that Party A is allowed to and elects to hold Party B's equity interests directly and Party A and/or its subsidiary or branch is allowed to operate Party B's business legally in accordance with applicable PRC laws.

5. 生效和有效期 Effectiveness and Term

5.1 本协议自双方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或双方另行签署的其他协议的规定提前终止, 本协议有效期为 10 年。有效期满后, 除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方, 上述有效期将无限次延长, 每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless earlier terminated in accordance with the provisions of this Agreement or relevant agreements separately executed between the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5.2 在本协议期限内, 如果乙方破产或依法解散或其所有股权已根据双方与乙方的直接和间接现有股东于本协议同一日签署的《独家股权购买权协议》全部转让给甲方, 本协议将自动终止。

During the term of this Agreement, if Party B goes bankrupt, or is dissolved by law, or transfers all its shares to Party A pursuant to the exclusive option agreement executed between Party A, Party B and the direct and indirect

current shareholders of Party B on the same date of this Agreement, this Agreement will automatically terminate.

6. **终止**
Termination

- 6.1 除非依据本协议的有关条款续期, 本协议应于期满之日并经甲方书面通知后终止。

Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated by the written termination notice by Party A upon the date of expiration hereof.

- 6.2 本协议有效期内, (a) 双方经协商一致, 可提前终止本协议; (b) 甲方可在任何时候通过提前 30 天向乙方发出书面通知提前终止本协议; (c) 乙方无权单方提前终止本协议。

During the term of this Agreement, (a) the Parties may terminate this Agreement early upon mutual agreement; (b) Party A may terminate this Agreement early by giving 30 days' prior written notice to Party B at any time; and (c) Party B may not unilaterally terminate this Agreement prior to the expiration date.

- 6.3 在本协议终止之后, 双方在第 3、7 和 8 条项下的权利和义务应继续有效。
The rights and obligations of the Parties under Sections 3, 7 and 8 shall survive the termination of this Agreement.

- 6.4 本协议由于任何原因提前终止或期满并不免除任何一方在本协议终止日或期满日前到期的本协议项下所有付款义务(包括但不限于服务费), 也不免除本协议终止前发生的任何违约责任。本协议终止前所产生的应付服务费应在本协议终止之日起 15 个工作日内支付给甲方。

In case of early termination, for whatever reason, or due expiration of this Agreement, payment obligations of either Party outstanding as of the date of such termination or expiration, including without limitation with respect to the Service Fees, shall not be waived, nor shall any default liability accrued as of the termination of this Agreement be waived. The Service Fees accrued as of the termination of this Agreement shall be paid to Party A within fifteen (15) working days following the termination of this Agreement.

7. **违约责任**
Liability for Breach of Agreement

- 7.1 除本协议其他条款规定外, 如果一方(“**违约方**”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反, 则其他方(“**受损害方**”)可以: (a) 向违约方发出书面通知, 说明违约性质以及范围, 并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”); 并且(b) 如果违约方未在补救期内予以补救, 则受损害方有权要求违约方承担因其违约方行为所导致的一切责任, 并且赔偿其违约行为给受损害方造成的一切实际经济损失, 包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用, 诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院

判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 7.2 除法律明确规定外，乙方无权因甲方违反合同而终止本协议。

Unless where the law clearly states otherwise, Party B do not have the right to terminate this Agreement due to Party A's breach of this Agreement.

8. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 8.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国法律管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by laws of China.

- 8.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 8.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 8.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变，应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 8.5 受限于中国法律的规定，仲裁庭可以就乙方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定乙方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 乙方的注册成

立地（即中国上海）；及（iv）最终控股股东或乙方主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted bylaws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party B (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party B's principal assets are located shall have jurisdiction for the aforesaid purpose.

9. **补偿**
Indemnification

对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

10. **通知**
Notices

10.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

10.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

10.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

10.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 未鲲（上海）科技服务有限公司

Party A: Weikun (Shanghai) Technology Service Co., Ltd.

地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼

Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

收件人： 法定代表人

Attn: Legal Representative

乙方： 上海惠康信息技术有限公司

Party B: Shanghai Huikang Information Technology Co., Ltd.

地址： 中国(上海)自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室

Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China
(Shanghai) Pilot Free Trade Zone, Shanghai

收件人： 法定代表人

Attn: Legal Representative

10.3 任何一方均可按本条条款通过向另一方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

11. 转让

Assignment

11.1 未经甲方的事先书面同意，乙方不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

11.2 乙方同意，甲方可以通过向乙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

12. 弃权；累积性救济

Waiver; Accumulative Remedies

- 12.1 一方对另一方违反或不履行本协议任何约定给予的任何豁免不应视为是该方对随后违反或不履行此等约定或本协议项下其他约定的豁免。未行使或拖延行使本协议项下任何权利或救济权不构成对本协议有关约定的豁免。

No waiver by a Party of any breach or non-fulfilment by the other of any provisions of this Agreement will be deemed to be a waiver of any subsequent breach or non-fulfilment of that or any other provision hereunder, and no failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver of the relevant provision or provisions of this Agreement.

- 12.2 对本协议项下权利或救济权的一次或部分行使不应妨碍或限制对此等权利或救济权的进一步行使。每一方在本协议项下的权利和救济权是累积的，且不排除法定的任何权利和救济权。

No single or partial exercise of any right or remedy under this Agreement will preclude or restrict the further exercise of any such right or remedy. The rights and remedies of each Party provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

13. 可分割性 Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

14. 修订、更改与补充 Amendment, Change and Supplement

- 14.1 对本协议作出的任何修订、更改与补充，均须经双方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by the Parties.

- 14.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

15. **继续有效**
Survival

- 15.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 15.2 第 8、10 条和本第 15 条的规定在本协议终止后应继续有效。

The provisions of Sections 8, 10 and this Section 15 shall survive the termination of this Agreement.

16. **其他**
Miscellaneous

- 16.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式五（5）份，每一方各持一份原件，其余由甲方留存备用，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in five counterparts, each Party having one original and Party A keeping the others; each counterpart has equal legal validity.

- 16.2 本协议对双方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of both Parties.

- 16.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 未鲲（上海）科技服务有限公司
Party A: Weikun (Shanghai) Technology Service Co., Ltd.



签署：
By: _____
姓名： YONG SUK CHO
Name: YONG SUK CHO
职务： 法定代表人
Title: Legal Representative

日期： 年 月 日

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

乙方：上海惠康信息技术有限公司
Party B: Shanghai Huikang Information Technology Co., Ltd.

签署：
By: _____
姓名：钟毅
Name: Zhong Yi
职务：法定代表人
Title: Legal Representative

日期： 年 月 日



独家股权购买权协议
Exclusive Equity Interest Option Agreement

本独家股权购买权协议（下称“本协议”）由以下各方于 2023 年 02 月 01 日在上海签署：

This Exclusive Equity Interest Option Agreement (this “Agreement”) is executed by and among the following Parties as of Feb 01, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333 Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“Party A”). The equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd (“Ultimate Controlling Shareholder”), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“直接股东”或“乙方”）。
Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the “Direct Shareholder” or “Party B”)

上海惠康信息技术有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室（“丙方”或“运营实体”）。
Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“Party C” or the “OPCO”)

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“平安金科”）。
Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen (“PinganJinke”).

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N 室（“上海兰帮”）。
Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai (“Shanghai Lanbang”).

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。
Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road,

Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“**林芝金生**”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**LinzhiJinsheng**").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“**股东**”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, PinanJinke, Shanghai Lanbang, Xinjiang Tongjun, LinzhiJinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为运营实体登记在册的合法股东，合计持有运营实体 100%的股权：

The Direct Shareholders are the registered shareholders of the OPCO and collectively hold 100% of the equity interests in the OPCO.

直接股东有意授予甲方一项购买其所持有的运营实体的全部或部分股权的不可撤销的、专有的选择权；

The Direct Shareholders intend to grant Party A an irrevocable and exclusive right to purchase all or part of the equity interests in the OPCO then held by them;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）；并且

The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the

Ultimate Controlling Shareholder on the date of this Agreement; and

各股东及运营实体同意就甲方行使此等股权购买权(定义见下述)给予一切必要的配合。
The Shareholders and OPCO agree to render all necessary cooperation to the exercise of the Equity Interest Purchase Option (as defined below) by Party A.

现各方协商一致, 达成如下协议:

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 股权买卖
Sale and Purchase of Equity Interest

1.1 授予权利
Option Granted

- 1.1.1 乙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权, 使甲方在中国法律允许的前提下, 有权自行决定步骤, 并按照本协议第 1.3 条所述的价格, 随时一次或多次从乙方购买, 或指定一人或多人(各称为“**被指定人**”)从乙方购买其所持有的运营实体的全部或部分股权(“**股权购买权**”)。受限于本协议的条款和条件, 在中国法律法规允许的情况下, 甲方拥有绝对的自由裁量权来决定其行使股权购买权的具体时间、方式和次数。除甲方和被指定人外, 任何第三人均不得享有股权购买权或其他与乙方持有的运营实体股权有关的权利。运营实体特此同意直接股东向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "**Designee**") to purchase the equity interests in the OPCO then held by Party B once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "**Equity Interest Purchase Option**"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of the OPCO held by Party B. The OPCO hereby agrees to the grant by the Direct Shareholders of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

- 1.1.2 各股东和运营实体在此同意和确认乙方根据本协议第 1.1.1 条的规定授予甲方该股权购买权并承诺将采取所有必要行动促使乙方履行其在本协议项下的所有义务, 包括但不限于, 通过乙方向甲方或被指定人转让运营实体的股权或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and the OPCO hereby agree and confirm on Party B's grant of the Equity Interest Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party B to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party B to transfer any equity interests of the OPCO to Party A or a Designee or to perform any other obligations under this Agreement.

1.1.3 在本协议签署之日，乙方应向甲方交付：

On the date of the execution of this Agreement, Party B shall deliver to Party A:

(a) 两份已妥为签署但未注明日期的转让协议，全部文件形式、内容均应令甲方满意，和/或形式在大体上如附录所示；以及

Two sets of undated duly executed transfer agreement in a form and substance satisfactory to Party A and/or substantially in the form set out in the Appendix hereto; and

(b) 为使转让任何本协议项下被购买的股权有效，甲方要求的及令其满意的所有文件。

all other documents as required by and satisfactory to Party A in order to effect a valid transfer of any equity interests purchased under this Agreement.

1.2 股权购买权行使步骤

Steps for Exercise of Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知(“**股权购买通知**”)，股权购买通知应载明以下事项：(a)甲方行使股权购买权的决定；(b)甲方拟从乙方购买的股权总额(“**被购买的股权**”)；和(c)被购买的股权的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "**Equity Interest Purchase Option Notice**"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "**Optioned Interests**"); and (c) the date for purchasing the Optioned Interests and/or the date for transfer of the Optioned Interests.

1.3 股权买价及其支付

Equity Interest Purchase Price and Its Payment

1.3.1 被购买的股权的买价(“**股权买价**”)应等于以下两项的较高者：
the purchase price for the Optioned Interests (the "**Equity Interest Purchase Price**") shall be equal to the higher of below:

(i) 截至股权购买权行使之日，运营实体的注册资本中所对应的出资总额乘以被购买的运营实体的股权比例；及

(i) as of the date of exercising the Equity Interest Purchase Option, the total capital contribution to the registered capital of the OPCO multiplied by

the percentage of equity interests in the OPCO purchased; and

(ii) 中国法律法规允许的最低价格。

(ii) the lowest price permitted under PRC law.

- 1.3.2 在依据中国法律对股权买价进行必要的税务代扣代缴（如适用）以后，股权买价由甲方或被指定人在被购买的股权正式转让至甲方或被指定人名下之日（即运营实体换发新的企业营业执照之日）起两个月内以人民币现汇至乙方指定账户。乙方应在收到股权买价之日起一个月内全部返还给甲方或被指定人。

After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Equity Interest Purchase Price shall be wired by Party A or its Designee(s) in RMB currency at spot exchange rate to the bank account(s) designated by Party B within two months after the date on which the Optioned Interests are officially transferred to Party A and its Designee(s) (i.e. a new Enterprise Business License of the OPCO is issued). The Equity Interest Purchase Price shall be repaid in full to Party A or its designee(s) within one month upon Party B's receipt of it.

1.4 转让被购买的股权 Transfer of Optioned Interests

每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 股东应促使运营实体和乙方及时召开股东会会议，在该会议上，应通过决议，批准乙方向甲方和/或被指定人转让被购买的股权；

Shareholders shall cause the OPCO and Party B to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);

- 1.4.2 甲方有权将任何或所有被购买的股权转入甲方或被指定人名下以及/或者在所有方面均以被购买的股权实益拥有人身份行事，如由此造成损失，甲方不对此承担责任。

Party A shall have the right to effect the transfer of any and all of the Optioned Interests into its name or the name(s) of its Designee(s) and/or without liability on the part of Party A in the event of loss, act in all respects as the beneficial owner of the Optioned Interests.

- 1.4.3 此外，股东和运营实体应签署所有其他必要合同、协议或文件（包括但不限于公司章程修正案），取得全部必要的政府执照和许可（包括但不限于公司的营业执照），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的股权的有效所有权转移给甲方和/或被指定人，并促使甲方和/或被指定人成为被购买的股权的登记在册所有人。为本款及本协议的目的，“**担保权益**”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、股权质押协议项下产生的任何担保权益。本款及本协议所规定的“**股权质押协议**”指甲方、乙方和运

营实体及相关方于本协议签署之日签署的股权质押协议，乙方根据相关协议向甲方质押其在运营实体的全部乙方股权。

Notwithstanding the foregoing, the Shareholders and the OPCO shall execute all other necessary contracts, agreements or documents (including without limitation the Amendments of the Articles of Association of the company), obtain all necessary government licenses and permits (including without limitation the Business License of the company) and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "**security interests**" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and the Share Pledge Agreement. "**Share Pledge Agreement**" as used in this Section and this Agreement shall refer to the relevant Share Pledge Agreement executed by and among Party B, the OPCO, Party A and other parties thereto as of the date hereof, under which Party B pledges all of its equity interests in the OPCO in favor of Party A.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和运营实体在此分别并连带地承诺：

The Shareholders and the OPCO hereby jointly and severally covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不以任何形式补充、更改或修订运营实体章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；
Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of the OPCO, increase or decrease its registered capital, or change its structure of registered capital in other manners;
- 2.1.2 按照良好的财务和商业标准及惯例，保持运营实体的存续，审慎地及有效地经营运营实体业务和处理其事务，并且促使运营实体履行其在独家业务合作协议项下的义务；本款及本协议所规定的“**独家业务合作协议**”指甲方及运营实体于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向运营实体提供相关的业务支持、技术服务和咨询服务；
They shall maintain the OPCO's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause the OPCO to perform its obligations under the Exclusive Business Cooperation Agreement; "**Exclusive Business Cooperation Agreement**" in this Section and this Agreement refers to the exclusive business cooperation agreement executed by Party A and the OPCO on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting

service to the OPCO;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置运营实体的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担，但运营实体在其日常经营活动中进行的金融服务交易除外；
Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of the OPCO or legal or beneficial interest in the business or revenue of the OPCO, or allow the encumbrance thereon of any security interest, other than the financial service transactions conducted by the OPCO in its ordinary course of business;
- 2.1.4 在如 3.7 条所描述的法定清算后，乙方将向甲方全额支付其依法收取的任何剩余款项，或促使发生该等支付行为。如中国法禁止该等支付，乙方将在中国法许可的情形下向甲方或甲方指定的一方支付该收入；
After mandatory liquidation described in Section 3.7 below, Party B will remit in full to Party A any residual interest Party B receives or cause it to happen in compliance with law. If such transfer is prohibited by the laws of PRC, Party B will remit the proceeds to Party A or its designated person(s) in a manner permitted under the laws of PRC;
- 2.1.5 未经甲方的事先书面同意，丙方不发生、继承、保证或允许存在任何债务，但(i)在日常经营活动中而不是通过贷款产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；
Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 2.1.6 一直在日常经营活动中经营运营实体的所有业务，以保持运营实体的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；
They shall always operate all of the OPCO's businesses during the ordinary course of business to maintain the asset value of the OPCO and refrain from any action/omission that may affect the OPCO's operating status and asset value;
- 2.1.7 未经甲方的事先书面同意，不得促使运营实体签署任何重大合同，(就本段而言，如果一份合同的价值超过人民币 10 万元，即被视为重大合同)，但在日常经营活动中签署的合同除外；
Without the prior written consent of Party A, they shall not cause the OPCO to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts entered into in the ordinary course of business;
- 2.1.8 未经甲方的事先书面同意，不得促使运营实体向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；
Without the prior written consent of Party A, they shall not cause the OPCO

to provide any person with any loan or credit or guarantee in any form, other than the financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.9 应甲方的要求，向其提供所有关于运营实体的营运和财务状况的资料；
They shall provide Party A with information on the OPCO's business operations and financial condition at Party A's request;
- 2.1.10 如甲方提出要求，应从甲方接受的保险公司处购买和持有有关运营实体资产和业务的保险，该保险的金额和险种应与经营运营实体类似业务的公司一致；
If requested by Party A, they shall procure and maintain insurance in respect of the OPCO's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by the OPCO;
- 2.1.11 未经甲方的事先书面同意，不得促使或允许运营实体与任何人合并或联合，或对任何人进行收购或投资，或促使或允许运营实体出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外)；
Without the prior written consent of Party A, they shall not cause or permit the OPCO to merge, consolidate with, acquire or invest in any person, and/or cause or permit the OPCO to sell assets with a value higher than RMB 100,000 (other than the transactions conducted by the OPCO in its ordinary course of business);
- 2.1.12 应将发生的或可能发生的与运营实体资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对运营实体的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施；
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the OPCO's assets, business or revenue and any circumstances that may adversely affects the OPCO's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;
- 2.1.13 为保持运营实体对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；
To maintain the ownership by the OPCO of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.1.14 未经甲方事先书面同意，应确保运营实体不得以任何形式派发股息予其股东，但一经甲方书面要求，运营实体应立即将所有可分配利润分配给其股东；及
Without the prior written consent of Party A, they shall ensure that the OPCO shall not in any manner distribute dividends to its shareholders, provided that

upon Party A's written request, the OPCO shall immediately distribute all distributable profits to its shareholders; and

- 2.1.15 应甲方的要求，应委任由其指定的任何人士担任运营实体的董事以及/或者罢免在任的运营实体的董事。

At the request of Party A, they shall appoint any persons designated by Party A as directors of the OPCO or replace any existing director(s) of the OPCO.

- 2.1.16 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方行使股权购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfill any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Equity Interest Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfill its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺

Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 未经甲方的事先书面同意，乙方不得出售、转让、抵押或以其他方式处置其拥有的运营实体的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据股权质押协议在该股权上设置的质押则除外；

Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides;

- 2.2.3 乙方应促使运营实体股东会或/或董事会不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置乙方拥有的运营实体的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据股权质押协议在该股权上设置的质押则除外；
Party B shall cause the shareholders' meeting and/or the board of directors of the OPCO not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;
- 2.2.4 乙方应促使运营实体股东会或董事会不批准在未经甲方的事先书面同意的情况下，运营实体与任何人合并或联合，或对任何人进行收购或投资，以及其他根据本协议的约定需取得甲方事先书面同意的事项；
Party B shall cause the shareholders' meeting or the board of directors of the OPCO not to approve the OPCO's merger or consolidation with any person, or the acquisition of or investment in any person, or other matters that require the prior written consent of Party A under this Agreement, without the prior written consent of Party A;
- 2.2.5 乙方应将发生的或可能发生的关于其拥有的运营实体的股权的任何诉讼、仲裁或行政程序立即通知甲方；
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO held by Party B;
- 2.2.6 乙方应促使运营实体股东会或董事会表决批准本协议规定的被购买的股权的转让并采取甲方可能要求的任何及所有其他行动；
Party B shall cause the shareholders' meeting or the board of directors of the OPCO to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- 2.2.7 为保持其对运营实体的股权的所有权，乙方应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；
To maintain Party B's ownership in the OPCO, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.2.8 应甲方的要求，乙方应委任由甲方指定的任何人士出任运营实体的董事；
Party B shall appoint any designee of Party A as director of the OPCO, at the request of Party A;
- 2.2.9 应甲方随时要求，乙方应根据本协议项下的股权购买权向甲方或被指定人立即和无条件地转让其在运营实体的股权，并且乙方在此放弃运营实体的其他任何现有股东进行股权转让时，其享有的优先购买权（如有）；
At the request of Party A at any time, Party B shall promptly and

unconditionally transfer its equity interests in the OPCO to Party A or its Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and Party B hereby waives its right of first refusal to the share transfer by any of the other existing shareholders of the OPCO (if any);

- 2.2.10 乙方应严格遵守本协议及乙方、运营实体与甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本协议项下，或本协议相同各方签署的股权质押合同或股权表决权委托协议项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利；及

Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, the OPCO and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests under this Agreement, the Share Pledge Agreement or the Voting Proxy Agreement among the same parties hereto, Party B shall not exercise such rights except in accordance with the written instructions of Party A; and

- 2.2.11 乙方将其拥有的丙方的股权全部质押给甲方，并签署相关的股权质押协议。

Party B shall pledge to Party A all of its equity interests in Party C and execute the relevant share pledge agreements.

3. 陈述和保证

Representations and Warranties

股东和运营实体特此在本协议签署之日和被购买的股权的每一个转让日向甲方共同及分别陈述和保证如下：

The Shareholders and the OPCO hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有授权签署和交付本协议和其为一方的、被购买的股权的任何股权转让协议(各称为“**转让协议**”)，并履行其在本协议和任何转让协议项下的义务。乙方同意在甲方行使股权购买权时，若甲方要求，签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务，并对其可强制执行；

They have the authority to execute and deliver this Agreement and any equity interest transfer agreement with respect to the Optioned Interests to which they are a party (each, a "Transfer Agreement"), and to perform their obligations under this Agreement and any Transfer Agreement. Party B agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Equity Interest Purchase Option if requested by Party A. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 若甲方在本协议持续期间提出要求，如乙方尚未作出下列行动，则应促使股份转至甲方和/或甲方指定人士名下，由甲方和/或甲方指定人士根据本协议条款及在本协议条款规限下持有转让股份，及该等转让登记在公司簿册，并办理相关工商登记或备案手续。
- On demand made by Party A at any time during the continuance of this Agreement, if Party B has not already done so, they shall procure that the equity and such other equity interest transfer as Party A may stipulate in writing are transferred into the name of Party A and/or its nominee(s) who shall hold the equity upon and subject to the terms of this Agreement and such transfers are registered in the books of the company and relevant registration or filing with the competent industry and commerce authority is completed.
- 3.3 无论是本协议或任何转让协议的签署和交付，还是本协议或任何转让协议项下的义务，均不得：(i)导致对中国的任何适用法律的任何违反；(ii)与运营实体章程、规章或其他组织文件相抵触；(iii)导致对其是一方或对其有约束力的任何合同或文书的违反，或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约；(iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反；或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件；
- The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of the OPCO; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
- 3.4 乙方对其在运营实体拥有的股权拥有良好和可出售的所有权。除本协议和股权质押协议外，乙方在该等股权上没有设置任何担保权益；
- Party B has a good and merchantable title to the equity interests in the OPCO it holds. Except for this Agreement and the Share Pledge Agreement, Party B has not placed any security interest on such equity interests;
- 3.5 运营实体对其所有资产拥有良好和可出售的所有权。除甲方、乙方和运营实体于本协议签署之日签署的独家资产购买权协议外，上述资产上没有设置任何担保权益；
- The OPCO has a good and merchantable title to all of its assets, and except for the Exclusive Asset Option Agreement executed among Party A, Party B and the OPCO as of the date hereof, the OPCO has not placed any security interest on the aforementioned assets;
- 3.6 运营实体没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；
- The OPCO does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 3.7 如果运营实体应中国法律要求解散或清算，其应在中国法律许可的范围内，并按中国法律允许的最低价格将其所有的资产出售予甲方或甲方指定的其他合格主体。该运营实体在届时有效的中国法适用范围内豁免甲方或其指定之合格主体因此而产生的任何支付义务；或任何该交易产生之收益应在届时有效的中国法适用的范围内，作为独家业务合作协议下之服务费之一部分而支付予甲方或甲方指定的合格主体；

If the laws of PRC requires it to be dissolved or liquidated, a OPCO shall sell all of its assets to the extent permitted by the laws of PRC to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable laws of PRC. Any obligation for Party A or the qualifying entity designated by Party A to pay the OPCO as a result of such transaction shall be forgiven by the OPCO or any proceeds from such transaction shall be paid to Party A or the qualifying entity designated by Party A in partial satisfaction of the service fees under the Exclusive Business Corporation Agreement, as applicable under then-current laws of PRC;

- 3.8 运营实体遵守适用的中国所有法律和法规； 及
The OPCO has complied with all laws and regulations of China; and

- 3.9 没有悬而未决的或可能发生的与在运营实体的股权、资产或运营实体有关的诉讼、仲裁或行政程序。

There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO, assets of the OPCO or the OPCO.

- 3.10 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人（“**指定受让人**”）将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期 Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为10年。有效期满后，除非甲方决定不延长有效期并在有效期届满前30日内书面通知乙方和丙

方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任

Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外，如果一方(“**违约方**”)未履行其在本协议项下某项义务或以其他方式对本协议构成违反，则其他方(“**受损害方**”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因违约方行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务，运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.
- 5.3 除法律明确规定外，股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC ") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law,

regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定各方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国上海）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of the Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. **税款和费用**
Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. **通知**
Notices

8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

8.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。
Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

8.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海雄国企业管理有限公司
Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 深圳平安金融科技咨询有限公司

Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: Linzhi Jinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C

Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road,
Nanshan District, Shenzhen

- 8.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. **保密责任**
Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. **进一步保证**
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. **其他**
Miscellaneous

11.1 **修订、更改与补充**

Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited (“SEHK”) or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 完整合同 **Entire agreement**

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分，并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 标题 **Headings**

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 语言 **Language**

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由甲方持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Party A having the others; each counterpart has equal legal validity.

11.5 可分割性
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 继任者
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 继续有效
Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。

The provisions of Sections 6, 8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 转让
Assignment

未经甲方的事先书面同意，股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意，甲方可以通过向乙方和丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过乙方、运营实体或任何股东

的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B and Party C but without the consent of Party B, the OPCO or any Shareholder.

11.10 弃权
Waivers

任何一方均可以对本协议的条款和条件作出弃权,但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署：

By:

姓名：YONG SUK CHO

Name: YONG SUK CHO

职务：法定代表人

Title: Legal Representative

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海雄国企业管理有限公司
Shanghai Xiongguo Corporation Management Co., Ltd.

签署：

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海兰帮投资有限责任公司

Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

A handwritten signature in black ink, appearing to be 'Yang Xuelian', written over a horizontal line.

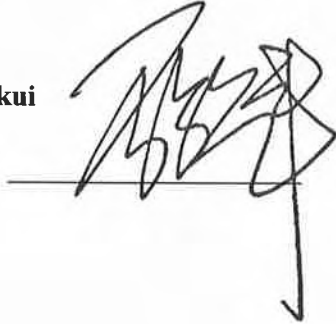
有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

石京魁
Shi Jingkui

签署：

By:

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

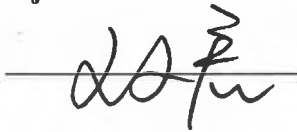
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

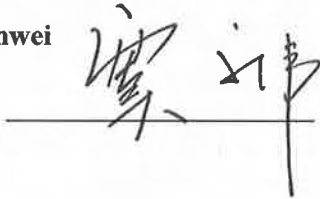
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

附录
Appendix
股权转让协议样式
Form of Equity Interest Transfer Agreement

股权转让协议
Equity Interest Transfer Agreement

本协议由下述当事人于【】年【】月【】日签署：
THIS AGREEMENT is made on the 【】 day of 【】 BETWEEN:

甲方（转让方）：上海雄国企业管理有限公司
Party A (Transferor): Shanghai Xiongguo Corporation Management Co., Ltd.

乙方（受让方）：未鲲（上海）科技服务有限公司
Party B (Transferee): Weikun (Shanghai) Technology Service Co., Ltd.

上海惠康信息技术有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路1333号3层0308室（“公司”）。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("Company");

甲方、乙方以及公司已于【】年【】月【】日签署独家股权购买权协议，由甲方授予乙方一项购买甲方所持有的全部或部分公司股权的不可撤销的、专有的选择权（“购买权协议”）；

Party A, Party B and the Company entered into an Exclusive Equity Interest Option Agreement dated 【】, whereby Party B is granted an irrevocable, exclusive option to purchase all or part of the equity interests owned by Party A in the Company ("Option Agreement").

甲乙双方经过友好协商，就公司股权转让事宜，达成协议如下：

Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the equity interest of the Company upon and subject to the following terms and conditions:

第1条 拟转让的股权

Clause 1 Equity Interest to Be Transferred

- 1.1 在本协议以及购买权协议的条款和条件下，甲方同意将自己所持有公司_____ % 的不存在任何第三方权益（购买权协议以及甲方、乙方、公司及其他相关方于【】年【】月【】日签署的股权质押协议（“股权质押协议”）约定的权益除外）股权及其在本协议日期所附带的所有权利、收益、股息及权益（“转让股权”）转让给乙方。股权转让完成后，乙方将获得公司_____ % 的股份，享有股东权利，包括更换董事、选择高级管理者和经营决策等权利。

Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer _____ % of the equity interest free from any third party rights (except as agreed by Parties under the Option Agreement and the Share Pledge

Agreement ("Share Pledge Agreement") executed on 【 】 between Party A, Party B, the Company and other parties thereto) in the Company which it currently holds and all rights, benefits, dividends and entitlements attaching thereto as at the date of this Agreement ("Sale Equity Interest") to Party B, in each case, subject to the performance of the Option Agreement and the Share Pledge Agreement, free of encumbrances and together with all rights, benefits, dividends and entitlements attaching thereto at the date of this Agreement. Upon completion, Party B shall hold _____% of the equity interest in the Company, be entitled to the shareholders' rights such as change directors, electing senior management and making decisions on the business operations, etc.

- 1.2 甲方在此放弃、且同意促成放弃，在适用的中国法律、公司章程或其他规定下可能存在的对股权转让的任何限制。

Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of equity interest under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 价格及支付方式

Clause 2 Consideration and Payment

- 2.1 转让股权的转让总价为_____人民币。

The aggregate consideration for the transfer of the Sale Equity Interest shall be RMB _____.

- 2.2 乙方支付的股权价格，应在转让股权正式转让至乙方名下之日（即公司换发新的企业营业执照之日）起两个月内，以人民币现汇至甲方指定账户。

Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the date on which the Sale Equity Interest is officially transferred to Party B (i.e. a new Enterprise Business License of the Company is issued).

第3条 双方责任和义务：

Clause 3 Responsibilities and Obligations of Both Parties

- 3.1 甲方责任和义务

Responsibilities and Obligations of Party A

- (a) 除履行购买权协议和股权质押协议外，甲方保证其向乙方转让的股权之上不存在任何第三方权益，且附带有在本协议日期的所有权利、收益、股息及权益，无法律瑕疵，可以对抗任何第三人。

Except for the performance of the Option Agreement and the Share Pledge Agreement, Party A represents and warrants to Party B that its proportion of the Sale Equity Interest to be transferred to Party B are free of encumbrances and are together with all rights, benefits, dividends and entitlements attaching thereto at the date of this Agreement, which are free of legal defects and can be claimed against any third party.

- (b) 甲方在本协议日期之后的 30 日以内，将办理、并/或促使公司办理向中国有关部门申请本次股权转让之审批及变更登记等有关手续，以使本协议拟定的股权变更生效（若适用）。甲方将尽最大的努力尽快办理并在尽

可能短的时间内获得这样的批准和登记。

Party A shall, within 30 days of the date of this Agreement, make and/or procure the Company to make the necessary applications to the relevant PRC authorities for all necessary approvals and registrations to effect the transfer of Sale Equity Interest contemplated by this Agreement (if applicable).

Party A shall use its best endeavors to expedite the process and obtain all such approvals and registrations within the shortest time possible.

3.2 乙方责任和义务

Responsibilities and Obligations of Party B

- (a) 按照本协议第二条之规定向甲方足额支付价款。

Party B shall make full payment of the consideration for the Sale Equity Interest to Party A in accordance with Clause 2 of this Agreement.

- (b) 向甲方提供办理第 3.1(b)条中提到的本次股权转让手续的合理协助。

Party B shall provide Party A with all such assistance as may be reasonably required for the making of the applications for the transfer of the Sale Equity Interest referred to in Clause 3.1(b).

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for

breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 权利与义务

Clause 6 Rights and Obligations

股权转让之前，甲方作为公司股东将按其在公司出资份额享受权利承担义务；股权转让完成之后，乙方作为公司的股东将享受权利和承担义务。

Before the sale and purchase of the Sale Equity Interest is completed, Party A shall enjoy all rights and assume all liabilities as shareholder of the Company in proportion to its equity interests in the Company. After the sale and purchase of the Sale Equity Interest is completed, Party B shall enjoy all rights and assume all liabilities as shareholder of the Company.

第7条 管辖法律和争议的解决

Clause 7 Governing Law and Disputes Resolution

- 7.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 7.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如

果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响), 各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准; 以及 (b) 如果由于上述法律变更或新颁布的规定, 任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响, 各方应利用所有合法的途径取得对遵守该变更或规定的豁免, 尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决, 受影响一方通知其他方后, 各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改, 以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定, 仲裁庭可以就乙方的股份或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后, 任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定, 作为财产保全或执行措施, 经争议一方请求, 具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下, 向争议一方提供临时性救济措施。受限于中国法律的规定, (i) 香港, (ii) 开曼群岛, (iii) 公司的注册成立地(即中国上海); 及 (iv) 最终控股股东或公司主要资产所在地的法院, 对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of the Company (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

第8条 手续费及其他费用
Clause 8 Formality and Other Costs

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第9条 协议的转让

Clause 9 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方，除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方，但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第10条 协议的分割性

Clause 10 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第11条 协议的修改补充

Clause 11 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第12条 通知

Clause 12 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第13条 其它

Clause 13 Miscellaneous

13.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only.

In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

- 13.2 本协议正本一式____份，双方各持 1 份，具有同等的法律效力。
This Agreement shall be executed in ____ counterparts, with each Party having one original with equal legal validity.

- 13.3 本协议自双方签字之日起生效。
This Agreement shall take effect upon the signing by the Parties.

[以下无正文]
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本页无正文，为《股权转让协议》之签署页。

上海雄国企业管理有限公司

签署：_____

姓名： GIBB GREGORY DEAN

职务： 法定代表人

日期： 年 月 日

本页无正文，为《股权转让协议》之签署页。

未鲲（上海）科技服务有限公司

签署：_____

姓名： YONG SUK-CHO

职务： 法定代表人

日期： 年 月 日

独家资产购买权协议
Exclusive Asset Option Agreement

本独家资产购买权协议（下称“本协议”）由以下各方于 2023 年 2 月 11 日在上海签署：

This **Exclusive Asset Option Agreement** (this “**Agreement**”) is executed by and among the following Parties as of Feb 01, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“**甲方**”）。甲方的股权由陆金所控股有限公司（“**最终控股股东**”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party A**"). The equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“**直接股东**”或“**乙方**”）。
Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Direct Shareholder**" or "**Party B**")

上海惠康信息技术有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室（“**丙方**”或“**运营实体**”）。
Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party C**" or the "**OPCO**")

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“**平安金科**”）。
Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“**上海兰帮**”）。
Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“**新疆同君**”）。
Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**LinzhiJinsheng**").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“个人股东”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“股东”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, PinanJinke, Shanghai Lanbang, Xinjiang Tongjun, LinzhiJinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为丙方登记在册的合法股东，合计持有丙方 100% 的资产：

The Direct Shareholders are the registered shareholders of Party C, and collectively hold 100% of the assets of Party C.

丙方有意授予甲方一项购买其所持有的全部资产的不可撤销的、专有的选择权；

Party C intends to grant Party A an irrevocable and exclusive right to purchase all the assets then held by Party C;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）；并且 The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

股东同意就甲方行使此等资产购买权（定义见下述）给予一切必要的配合。

The Shareholders agree to render all necessary cooperation to the exercise of the Assets Purchase Option (as defined below) by Party A.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. **资产买卖**
Sale and Purchase of Assets

1.1 授予权利
Option Granted

- 1.1.1 丙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权，使甲方在中国法律允许的前提下，有权自行决定步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从丙方购买，或指定一人或多人(各称为“**被指定人**”)从丙方购买其全部或部分资产(“**资产购买权**”)。受限于本协议的条款和条件，在中国法律法规允许的情况下，甲方拥有绝对的自由裁量权来决定其行使资产购买权(“**行权**”)的具体时间、方式和次数。除甲方和被指定人外，任何第三人均不得享有资产购买权或其他与丙方资产有关的权利。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party C hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "**Designee**") to purchase the assets then held by Party C once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "**Assets Purchase Option**"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Assets Purchase Option or other rights with respect to the assets of Party C. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

- 1.1.2 各股东及运营实体在此同意和确认丙方根据本协议第 1.1.1 条的规定授予甲方该资产购买权并承诺将采取所有必要行动促使丙方履行其在本协议项下的所有义务，包括但不限于，通过任何丙方向甲方或被指定人转让丙方的资产或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and OPCO hereby agree and confirm on Party C's grant of the Assets Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party C to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party C to transfer any Assets of Party C to Party A or a Designee or to perform any other obligations under this Agreement.

1.2 资产购买权行使步骤

Steps for Exercise of Assets Purchase Option

甲方行使其资产购买权以符合中国法律和法规的规定为前提。甲方行使资产购买权时，应向丙方发出书面通知(“**资产购买通知**”)，资产购买通知应载明以下事项：(a)甲方行使资产购买权的决定；(b)甲方拟从丙方购买的资产范围(“**被购买的资产**”)；和(c)被购买的资产的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Assets Purchase Option by issuing a written notice to Party C (the "**Assets Purchase Option Notice**"), specifying: (a) Party A's decision to exercise the Assets Purchase Option; (b) the portion of assets to be purchased from Party C (the "**Optioned Assets**"); and (c) the date for purchasing the Optioned Assets and/or the date for transfer of the Optioned Assets.

1.3 资产买价及其支付

Assets Purchase Price and Its Payment

除甲方行权时中国法律要求评估外，被购买的资产的买价(“**资产买价**”)应是相关资产的账面净值或届时中国法律所允许的最低价格中的较高者。在依据中国法律对资产买价进行必要的税务代扣代缴(如适用)以后，资产买价由甲方在被购买的资产正式转让至甲方名下并且甲方签署相关资产交接单起两个月内，以人民币现汇至丙方指定账户。资产买价应在丙方收到之日起一个月内全额返还给甲方或被指定人。

Unless an appraisal is required by the laws of China applicable to the Assets Purchase Option when exercised by Party A, the purchase price of the Optioned Assets (the "**Assets Purchase Price**") shall be the higher of the net book value of the Optioned Assets and the lowest price permitted under PRC law. After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Assets Purchase Price will be wired by Party A in RMB currency at spot exchange rate to the bank account(s) designated by Party C within two months after the Optioned Assets are officially transferred to Party A and Party A executes the relevant asset receipt note. The Assets Purchase Price shall be returned in full to Party A or its designee(s) within one month upon Party C's receipt of it.

1.4 转让被购买的资产

Transfer of Optioned Assets

甲方每次行使资产购买权时：

For each exercise of the Assets Purchase Option:

- 1.4.1 直接股东应及时召开丙方的股东会会议，在该会议上，应通过决议，批准丙方向甲方和/或被指定人转让被购买的资产。股东应采取所有必要行动促使此等股东决议的通过；

The Direct Shareholders shall promptly convene a shareholder's meeting of Party C, at which a resolution shall be adopted approving Party C's transfer of the Optioned Assets to Party A and/or the Designee(s). The Shareholders shall take all necessary actions to procure such shareholder's resolution to be passed;

- 1.4.2 丙方应与甲方和/或被指定人(取适用者)按照本协议及资产购买通知的规定,就每次转让签署格式和内容如本协议附录所示的资产转让协议;
Party C shall execute an asset transfer agreement (in the form set out in the Appendix hereto) with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Assets Purchase Option Notice regarding the Optioned Assets;
- 1.4.3 股东和丙方应签署所有其他必要合同、协议或文件,取得或协助甲方取得全部必要的政府执照、许可和登记(若适用),并采取所有必要行动,在不附带任何担保权益的情况下,将被购买的资产的有效所有权转移给甲方和/或被指定人并促使甲方和/或被指定人成为被购买的资产的登记在册所有人(若适用)。为本款及本协议的目的,“**担保权益**”包括担保、抵押、第三方权利或权益,任何收购权、优先购买权、抵销权、所有权扣留或其他担保安排等;但为了明确起见,不包括在本协议项下产生的任何担保权益。
The Shareholders and Party C shall execute all other necessary contracts, agreements or documents, obtain or assist Party A to obtain all necessary government licenses, permits and registrations (if applicable) and take all necessary actions to transfer valid ownership of the Optioned Assets to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Assets (if applicable). For the purpose of this Section and this Agreement, "**security interests**" shall include securities, mortgages, third party's rights or interests, any acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest arising from this Agreement.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和丙方在此分别并连带地承诺:

The Shareholders and Party C hereby jointly and severally covenant as follows:

- 2.1.1 未经甲方的事先书面同意,不得以任何形式补充、更改或修订丙方章程和规章,增加或减少其注册资本,或以其他方式改变其注册资本结构;
Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;
- 2.1.2 按照良好的财务和商业标准及惯例,保持丙方的存续,审慎地及有效地经营丙方业务和处理其事务,并且促使丙方履行其在独家业务合作协议项下的义务;本款及本协议所规定的“**独家业务合作协议**”指甲方及丙方于本协议签署之日签署的独家业务合作协议,甲方根据相关协议向丙方提供相关的业务支持、技术服务和咨询服务;

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement; **"Exclusive Business Cooperation Agreement"** in this Section and this Agreement refers to the exclusive business cooperation agreement executed by Party A and Party C on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to Party C;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担，但运营实体在其日常经营活动中进行的金融服务交易除外；
Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenue of Party C, or allow the encumbrance thereon of any security interest, other than financial service transactions conducted by the OPCO in its ordinary course of business;
- 2.1.4 未经甲方的事先书面同意，丙方不发生、继承、保证或允许存在任何债务，但(i)在日常经营活动中而不是通过贷款产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；
Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 2.1.5 一直在日常经营活动中运营丙方的所有资产，以保持丙方的资产价值，不进行可能影响其资产价值的任何作为/不作为；
They shall always operate all of Party C's assets during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's asset value;
- 2.1.6 应甲方的要求，向其提供所有关于丙方的资产状况和价值的资料；
They shall provide Party A with information on the status and value of Party C's assets at Party A's request;
- 2.1.7 未经甲方的事先书面同意，不得促使丙方签署任何重大合同(就本段而言，如果一份合同的价值超过人民币 10 万元，即被视为重大合同)，但在日常经营活动中签署的合同除外；
Without the prior written consent of Party A, they shall not cause Party C to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts in the ordinary course of business;
- 2.1.8 未经甲方的事先书面同意，不得促使丙方向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit or guarantee in any form, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.9 如甲方提出要求, 应从甲方接受的保险公司处购买和持有有关丙方资产的保险, 该保险的金额和险种应与经营丙方类似业务的公司一致;

If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by Party C;

- 2.1.10 未经甲方的事先书面同意, 不得促使或允许丙方与任何人合并或联合, 或对任何人进行收购或投资, 或促使或允许丙方出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外);

Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person, and/or cause or permit Party C to sell assets with a value higher than RMB 100,000(other than financial service transactions conducted by the OPCO in its ordinary course of business);

- 2.1.11 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对丙方的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施;

They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue and any circumstances that may adversely affect Party C's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;

- 2.1.12 为保持丙方对其所有资产的所有权, 应签署所有必要或适当的文件, 采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩;

To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defences against all claims;

- 2.1.13 未经甲方事先书面同意, 应确保丙方不得以任何形式派发股息予其股东, 但一经甲方书面要求, 丙方应立即将所有可分配利润分配给其股东;

Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;

- 2.1.14 应甲方的要求, 应委任由其指定的任何人士担任丙方的董事以及/或者罢免在任的丙方的董事; 及

At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C or replace any existing director(s) of Party C; and

- 2.1.15 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方行使资产购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfil any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Assets Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfil its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺

Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 股东应促使丙方股东会或董事会表决批准本协议规定的被购买的资产的转让并采取甲方可能要求的任何及所有其他行动。

The Shareholders shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Assets as set forth in this Agreement and to take any and all other actions that may be requested by Party A.

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favour of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides.

- 2.2.3 股东应严格遵守本协议及其与丙方和甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。

The Shareholders shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among the Shareholders, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof.

2.2.4 股东应促使直接股东或丙方董事会否决任何在未经甲方事先书面同意的情形下，根据本协议应事先取得甲方事先书面同意的事项的决议。

The Shareholders shall cause the Direct Shareholders or the board of directors of Party C to vote against any resolution intending to proceed with any matter requiring Party A's prior written consent according to this Agreement without such written consent being obtained from Party A.

3. 陈述和保证

Representations and Warranties

股东和丙方特此在本协议签署之日和被购买的资产的每一个转让日向甲方共同及分别陈述和保证如下：

Shareholders and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Assets, that:

- 3.1 其具有授权签署和交付本协议和其为一方的、被购买的资产的任何资产转让协议(各称为“**转让协议**”), 并履行其在本协议和任何转让协议项下的义务。丙方同意在甲方行使资产购买权时, 签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务, 并对其可强制执行;

They have the authority to execute and deliver this Agreement and any asset transfer agreement with respect to the Optioned Assets to which they are a party (each, a "**Transfer Agreement**"), and to perform their obligations under this Agreement and any Transfer Agreement. Party C agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Assets Purchase Option. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 无论是本协议或任何转让协议的签署和交付, 还是本协议或任何转让协议项下的义务, 均不得: (i)导致对中国的任何适用法律的任何违反; (ii)与丙方章程、规章或其他组织文件相抵触; (iii)导致对其是一方或对其有约束力的任何合同或文书的违反, 或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约; (iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反; 或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件;

The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.3 丙方对其所有资产拥有良好和可出售的所有权，并且除本协议外，在上述资产上没有设置任何担保权益；
Party C has a good and merchantable title to all of its assets, and except for this Agreement, Party C has not placed any security interest on the aforementioned assets;
- 3.4 丙方没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；
Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 3.5 丙方遵守适用的中国所有法律和法规；
Party C has complied with all laws and regulations of China;
- 3.6 没有悬而未决的或可能发生的与在丙方的资产或丙方有关的诉讼、仲裁或行政程序；及
There are no pending or threatened litigation, arbitration or administrative proceedings relating to the assets of Party C or Party C; and
- 3.7 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期 Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A

determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任

Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外,如果一方(“**违约方**”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反,则其他方(“**受损害方**”)可以:(a) 向违约方发出书面通知,说明违约性质以及范围,并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”);并且(b) 如果违约方未在补救期内予以补救,则受损害方有权要求违约方承担因违约方行为所导致的一切责任,并且赔偿其违约行为给受损害方造成的一切实际经济损失,包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用,诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfil its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务,运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.
- 5.3 除法律明确规定外,股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜,应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by

formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议发生任何争议,各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致,则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行,仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时,除争议的事项外,本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后,如果在任何时候,任何中国法律、法规或规章的颁布或改变,或对该等法律、法规或规章的解释或适用的改变;应适用以下约定:(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响),各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准;以及 (b) 如果由于上述法律变更或新颁布的规定,任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响,各方应利用所有合法的途径取得对遵守该变更或规定的豁免,尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决,受影响一方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement

in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定各方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国上海）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. 税款和费用 Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. 通知 Notices

- 8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by

email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

8.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

8.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海雄国企业管理有限公司
Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址： 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人： 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: Linzhi Jinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 8.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. **保密责任**
Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. **进一步保证**
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. **其他**
Miscellaneous

11.1 **修订、更改与补充**
Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited (“SEHK”) or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 **完整合同**
Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分，并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 **标题**
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 **语言**
Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由甲方持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Party A having the others; each counterpart has equal legal validity.

11.5 **可分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应

在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 **继任者**
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 **继续有效**
Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。

The provisions of Sections 6, 8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 **转让**
Assignment

未经甲方的事先书面同意，运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意，甲方可以通过向丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过任何股东或运营实体的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party C but without the consent of any Shareholder or the OPCO.

11.9 **弃权**
Waivers

任何一方均可以对本协议的条款和条件作出弃权,但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署：

By: _____

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海雄国企业管理有限公司

Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署:

By: _____

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company



签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner



日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

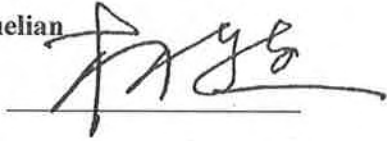
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

A handwritten signature in black ink, appearing to be '杨学连' (Yang Xuelian), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

石京魁
Shi Jingkui

签署：

By:

A handwritten signature in black ink, appearing to be 'Shi Jingkui', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

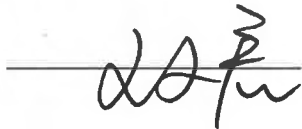
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

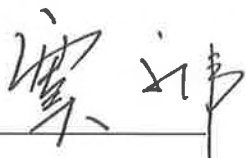
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By:


A horizontal line with a vertical line extending downwards from its right end, serving as a signature line.

附录
Appendix
资产转让协议样式
Form of Asset Transfer Agreement

资产转让协议
Asset Transfer Agreement

本协议由下述当事人于【】年【】月【】日签署：
THIS AGREEMENT is made on the day of(DD)(MM), (YY)BETWEEN:

甲方（转让方）：上海惠康信息技术有限公司
Party A (Transferor) : Shanghai Huikang Information Technology Co., Ltd.

乙方（受让方）：未鲲（上海）科技服务有限公司
Party B (Transferee): Weikun (Shanghai) Technology Service Co., Ltd.

甲方为一家在中国境内合法成立并有效存续的公司，其资产包括但不限于：硬件设备、办公用具及用品、软件著作权、商标、专利、技术诀窍（KNOW-HOW）、域名、人力资源、合同、软件、用户数据库、各类资质、现金及股权和债务利益；

Party A is a company duly organized and existing in the PRC, whose assets include but not limited to hardware equipment, office utilities, software copyright, trademarks, patents, know-how, domains, human resources, contracts, software, client data base, various qualifications, cash and equity or debt interests;

本协议称之“**资产**”，是指甲方于本协议签署时所拥有的中国法律所允许转让的上述全部或部分资产，资产清单见附件；

"**Assets**" hereunder refers to all or part of the aforesaid assets owned by Party A and transferrable under PRC law as of the date hereof, the list of which is attached hereto;

甲方及其登记在册的合法股东上海雄国企业管理有限公司以及乙方已于【】签署独家资产购买权协议，由甲方授予乙方一项购买甲方所持有的全部或部分资产的不可撤销的、专有的选择权（“**购买权协议**”）；

Party A, its duly registered shareholder, Shenzhen Pingan Financial Technology Consultation Company, Shanghai Lanbang Investment Company, Xinjiang Tongjun Equity Investment Limited Partnership, Linzhi Jinsheng Investment Management Limited Partnership And Party B entered into an Exclusive Asset Option Agreement dated 【】, whereby Party A grants to Party B an irrevocable, exclusive option to purchase all or part of the assets owned by Party A ("**Option Agreement**").

甲乙双方经过友好协商，就资产转让事宜，达成协议如下：

Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the Assets upon and subject to the following terms and conditions:

第1条 资产转让
Clause 1 Assets to Be Transferred

- 1.1 在本协议及购买权协议的条款和条件下,甲方同意将其持有的全部资产转让给乙方,乙方同意购买全部资产。
Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer all Assets it holds to Party B, and Party B agrees to purchase all Assets.
- 1.2 资产的转让总价为_____人民币。
The aggregate consideration for the transfer of the Assets shall be RMB_____.
- 1.3 甲方在此放弃、且同意促成放弃,在适用的中国法律、公司章程或其他规定下可能存在的对资产转让的任何限制。
Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of Assets under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 交割及价款支付

Clause 2 Closing and Consideration Payment

- 2.1 甲方应当于本协议签署后_____个工作日内将资产转让给乙方 (“交割期”)。
Party A shall transfer the Assets to Party B within _____business days of the date hereof ("Closing Period").
- 2.2 甲方应使得资产在交割期内完成所有必要的变更登记和政府批准,以使本协议拟定的资产转让生效(若适用)。甲方将尽最大的努力尽快办理并在尽可能短的时间内获得前述登记和批准。
Party A shall, within the Closing Period, complete all necessary registrations and governmental approvals to effect the transfer of Assets contemplated by this Agreement (if applicable). Party A shall use its best endeavours to expedite the process and obtain all such registrations and approvals within the shortest time possible.
- 2.3 甲方应当采取所有必要的措施并与乙方充分合作以保障乙方获得资产的完整的利益,并应当签署所有相关的文件,采取相关的措施(或要求其他相关的第三方签署相关文件及采取相关措施)使得乙方获得所有必要的或适当的权利和权益。
Party A shall take all necessary actions and render full cooperation with Party B to secure Party B's full entitlements to the Assets. Party A shall execute all necessary documents and take all relevant measures (or procure other relevant third party to do so) so that Party B is entitled to all necessary or appropriate rights and interests.
- 2.4 甲乙双方对于拟转让的知识产权的交割作出如下约定:
Party A and Party B agree on the closing of the intellectual property rights to be transferred as follows:
- (a) 对于根据中国法律或其它相关国家法律应具有权属证明的知识产权,甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理,并办理相关的权属变更登记手续。
As regards the intellectual property rights where title certificates are applicable under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration all the technical data, existing

or stored in any media in whatever form, in connection with the intellectual property rights and deal with the required formalities to alter the title registration.

- (b)对于根据中国法律或其它相关国家法律不具有或无需办理权属证明的知识产权, 甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理及实益拥有, 甲乙双方应签署知识产权交割证明, 该证明应列明甲方所交付的知识产权清单。前述交割完成后, 即视为知识产权交割证明所列的所有知识产权的所有权利即属于乙方全部实益拥有。甲方对相关知识产权不再享有任何产权利益或权益。

As regards the intellectual property rights where title certificates are not applicable or not required under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration, and make Party B the legal and beneficiary owner of, all the technical data, existing or stored in any media in whatever form, in connection with the intellectual property rights; and Party A and Party B shall execute an intellectual property closing certificate to reflect the intellectual property rights delivered by Party A. Upon the completion of the aforesaid closing, all the rights to all the intellectual property rights listed in the closing certificate are deemed to be legally and beneficially owned by Party B and Party A shall no longer have any title interests or rights to or in such intellectual property rights.

- (c)有关甲方今后基于上述已转让知识产权开发或取得的知识产权资产, 甲方在此承诺将以人民币一元或法律所允许的最低价格转让给乙方。若因法律或政策的原因而无法实现直接转让, 甲方在此承诺授予乙方有关该知识产权的永久的、无须支付使用费的世界范围的独家使用权。

Party A hereby undertakes to transfer to Party B all the intellectual property rights hereafter developed or acquired based on the abovementioned transferred intellectual property rights at a transfer price of RMB 1 or the minimum price to the extent permitted by law. Where direct transfer is not viable due to legal or policy restrictions, Party A hereby undertakes to grant Party B a permanent, royalty-free, worldwide, exclusive license to use the intellectual property rights.

- 2.5 就甲方转让在交割前雇佣的, 与其转让给乙方的业务相关的全部及/或主要员工, 甲方应当与该类员工签署令乙方满意的协议以解除对该类员工的雇佣 (“**解除劳动合同**”), 乙方应当与此类员工签署新的雇佣协议。前述解除劳动合同的协议与新订立的雇佣协议自交割日 (见下文定义) 起生效。

With respect to the transfer of employees Party A wholly and /or mainly employed prior to closing in the business to be transferred to Party B, Party A shall enter into employment termination agreements with such employees to the satisfaction of Party B with effect from the Closing Date (as defined below) ("**Employment Termination Contracts**"), and Party B shall enter into employment agreements with such employees to its satisfaction with effect from the Closing Date.

- 2.6 在满足交割与第三方的同意的前提下, 甲方应当在交割日向乙方转移及转让在交割日时存在的与其转让给乙方的业务相关的与第三方签署的全部合同 (“**转让合同**”), 且乙方接受此等转移及转让。甲方应于交割前尽最大努力取得为使前述转让生效所需的全部第三方同意。

Subject to the closing and subject to the applicable third party's consents, on the Closing Date, Party A shall transfer and assign to Party B all contracts with third

parties existing at the Closing Date which are attributable to the business ("**Assumed Contracts**") to be transferred to Party B with effect as of the Closing Date which transfer and assignment Party B hereby agrees to accept. Prior to closing, Party A shall use best efforts to obtain the third party's consents required to effect the aforesaid transfer.

- 2.7 甲方应当将资产随同一切相关证明文件一并交付至乙方，乙方应当对甲方交付的资产及一切相关证明文件进行验收和审查，查收无误后，乙方应当在资产的交接单上签字。乙方在交接单上签字即为资产交付至乙方，签字日期即为资产所有权交付至乙方的日期（即“交割日”）。为避免疑问，前述相关证明文件包括但不限于解除劳动合同及转让合同。

Party A shall deliver to Party B the Assets as well as applicable certificates. Party B shall inspect the Assets and all the certificates and, if the delivery is proper, sign the Asset receipt note. The signing of the Asset receipt note by Party B constitutes the delivery of the Assets to Party B and the date thereof is the date of the transfer of the title to the Assets to Party B ("**Closing Date**"). For the avoidance of doubt, the aforesaid applicable certificates include but not limited to Employment Contracts and Assumed Contracts.

- 2.8 乙方支付的资产价款，应在交割日后两个月内，以人民币现汇至甲方指定账户。Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the Closing Date.

第3条 陈述及保证

Clause 3 Representations and Warranties

- 3.1 甲方的陈述及保证：

Party A represents and warrants that:

- (a) 甲方是按照中国法律合法注册并有效存续的一家公司。

It is a company duly registered and validly existing under PRC laws.

- (b) 甲方在其公司权力和营业范围之内签署并履行本协议，已经过必要的公司授权，并已取得第三方和政府部门的同意及批准，不违反对其具有约束力或有影响的法律或合同限制。

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c) 本协议一经签署即构成对甲方合法、有效、有约束力、执行力的法律文件。

This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

- (d) 甲方有权力或具有公司之授权作出本协议项下资产之转让，其对资产拥有完整的所有权，且除履行购买权合同外，资产并不存在租赁、留置、抵押、担保或其他负担。并且目前不存在任何可能对乙方根据本协议接受资产并对资产享有所有权造成失效或不利影响的情况或事件，包括但不限于涉及任何诉讼、仲裁、被行政或司法当局扣押、查封或扣留等。

It has the power or corporate authority to make the Assets transfer hereunder, and fully owns the Assets. Subject to performance of the Option Agreement, the Assets are free from lease, lien, mortgage, guarantee or any other encumbrances. No circumstances or events including but not limited to involvement of any lawsuit, arbitration, or administrative or judicial detention, seizure or custody exist, which may render invalid or have adverse effects on the acceptance of the Assets by Party B hereunder and Party B's enjoyment of the ownership to the Assets.

- (e) 甲方对与资产有关的知识产权拥有全部、充分和完整的权利，该等知识产权上未有任何留置权、抵押权、质押权或其它任何第三方权利的影响和制约。

It has all, full and sufficient rights to the intellectual property rights in connection with the Assets and such intellectual property rights are free from and not subject to any and all liens, mortgage, pledge or any other third party rights.

- (f) 甲方保证本协议的签署不违反法律规定并在其权利能力和行为能力之内，甲方签署本协议不会违反甲方与任何第三方签署的协定、合同、备忘录、意向书等，甲方签署本协议的行为也不会给甲方带来任何不利于甲方的后果。

It does not violate any law by, and is authorized and capable of, signing this Agreement. The execution of this Agreement is not in violation of any agreement, contract, memorandum, letter of intention entered into by it and any third party and will not have any adverse effects on it.

- (g) 在交割日前，资产没有：

Prior to the Closing Date, the Assets are free from:

- a) 发生任何重大不利变化；或
any and all material adverse changes; or
- b) 发生任何重大实际或或然债务、义务或责任。
any material actual or contingent debts, obligations or liabilities.

- (h) 从签署日起，非经乙方许可，甲方不直接或间接从事或者协助、鼓动他人从事与乙方进行直接或间接竞争的行为，不得向与乙方构成竞争的企业、公司、机构和/或个人提供顾问、咨询等，也不得直接或间接参与其经营、管理和/或技术活动，不得持有或者买卖与乙方构成竞争的企业、公司、机构和/或个人的任何形式的权益，并保守乙方和本次资产转让交易过程中的商业秘密。

Party A warrants that from the date hereof, without Party B's permission, it shall not, directly or indirectly, engage in, assist or encourage any other person to compete, directly or indirectly, with Party B; advise on, provide consulting services to, or directly or indirectly engage in the operation, management and/or technical activities of any business, company, institution and/or individual in competition with Party B; hold or purchase and sell interests, in any manner, of any business, company, institution and/or individual in competition with Party B; and keep confidential the trade secrets of Party B or in the Assets transfer.

3.2 乙方的陈述和保证如下：

Party B represents and warrants that:

- (a) 乙方为按照中国法律合法注册并有效存续的一家公司；

It is a company duly registered and validly existing under PRC laws;

- (b) 乙方应在其公司权力和营业范围之内履行本协议；已经过必要的公司授权，并已取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c) 本协议一经签署即应构成对乙方合法、有效、有约束力、执行力的法律文件。
This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b) 适用法律或任何证券交易所的规则或规定要求披露之资料；或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 管辖法律和争议的解决

Clause 6 Governing Law and Disputes Resolution

- 6.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变，应适用以下约定：

(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，尽最大努力使得本协议继续按照原有条款执行。各方应利用所有合法的途径取得对遵守该变更或规定的豁免。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse

effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就乙方的股份或土地资产裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 甲方的注册成立地(即中国上海)；及(iv) 最终控股股东或甲方主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party A(i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party A's principal assets are located shall have jurisdiction for the aforesaid purpose.

第7条 手续费及其他费用
Clause 7 Formality and Other Costs

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第8条 协议的转让
Clause 8 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方，除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方，但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第9条 协议的分割性

Clause 9 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第10条 协议的修改补充

Clause 10 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第11条 通知

Clause 11 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第12条 其它

Clause 12 Miscellaneous

12.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

12.2 本协议一式____份，双方各持1份，具有同等的法律效力。

This Agreement shall be executed in ____ counterparts, with each Party having one original with equal legal validity.

12.3 本协议自双方签字之日起生效。

This Agreement shall take effect upon the signing by the Parties.

附件资产清单
Attachment List of Assets

股权表决权委托协议
Voting Proxy Agreement

本股权表决权委托协议(下称“本协议”)于 2023 年 2 月 11 日由下列各方在上海签署:
This Voting Proxy Agreement (this "Agreement") is executed by and among the following Parties as of Feb 11, 2023 in Shanghai:

上海雄国企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室 (“**委托人**”)。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Principal**")

未鲲(上海)科技服务有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 15 楼 (“**上海未鲲**”)。上海未鲲的股权由陆金所控股有限公司 (“**最终控股股东**”), 一家在开曼群岛获豁免的有限责任公司, 最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“**Shanghai Weikun**”). The equity interests of Shanghai Weikun is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海惠康信息技术有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室 (“**运营实体**”)。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**OPCO**")

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼 (“**平安金科**”)。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路 2277 号 1002N 室 (“**上海兰帮**”)。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业, 一家依照中国法律成立和存续的有限合伙企业, 地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号 (“**新疆同君**”)。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业(有限合伙), 一家依照中国法律成立和存续的有限合伙企业, 地址为西藏林芝地区工布江达县物价局三楼 301 室 (“**林芝金生**”)。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership

organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**LinzhiJinsheng**").

杨学连, 一名中国公民, 身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁, 一名中国公民, 身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君, 一名中国公民, 身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟, 一名中国公民, 身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

(杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”, 个人股东、平安金科、上海兰帮、新疆同君、林芝金生与委托人以下合称“**股东**”。)

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, PinanJinke, Shanghai Lanbang, Xinjiang Tongjun, LinzhiJinsheng and the Principal, together as the "**Shareholders**".)

在本协议中, 上述以下各称“**一方**”, 合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于:

Whereas:

1. 委托人是运营实体登记在册的合法股东, 享有运营实体 100%的股权 (“**股权**”);
The Principal is the registered shareholders of the OPCO and holds 100 % of the equity interests in the OPCO (the "**Shares**");
2. 运营实体与上海未鲲于 2023 年【2】月【1】日签署了独家业务合作协议 (“**服务协议**”);
The OPCO and Shanghai Weikun entered into the Exclusive Business Cooperation Agreement on 2023/02/01, (the "**Service Agreement**");
3. 股东签署本协议, 同意及确认委托人授权 (i) 上海未鲲; (ii) 由上海未鲲授权的董事及其继任人; 及 (iii) 任何取代上海未鲲董事的清算人 (前述(i), (ii) 和(iii)所述的实体和人士, 以下合称“**受托人**”) 代表委托人行使作为运营实体股东的所有权利。
The Shareholders entered into this Agreement to agree and confirm that the Principal shall grant (i) Shanghai Weikun; (ii) the directors authorised by Shanghai Weikun and their successors; and (iii) any liquidator replacing the directors of Shanghai Weikun (the entities and individuals referred to under aforesaid (i), (ii) and (iii), collectively, the "**Proxy**") the power to exercise all rights of the OPCO's shareholders on behalf of the Principal; and
4. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函 (“《**个人股东承诺函**》”)。

The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. **股东投票权及其它股东权利**

Voting Rights and Other Shareholder Rights

1.1 根据本协议的条件及条款，委托人将授权受托人代表其行使作为运营实体的股东依据中国法律和运营实体的章程所享有的所有权利，包括但不限于以下各项：

According to the conditions and terms hereunder, the Principal shall authorize the Proxy to exercise on behalf of the Principal all of its rights as a shareholder of the OPCO in accordance with the laws of China and the OPCO's articles of association, including but not limited to the following:

- (1) 提议、召集、参加运营实体的股东会会议；
propose, convene and attend the shareholders' meetings of OPCO;
- (2) 行使股东表决权，包括但不限于出售、转让、质押或处置股权的一部分或全部及参加运营实体分红或任何其他形式的分配；
Exercise shareholders' voting rights, including but not limited to any sale, transfer, pledge or disposal of the Shares in part or in whole, and participate in dividend distributions or any other type of distributions of the OPCO;
- (3) 指定和任命运营实体的法定代表人（董事长）、董事、监事、首席执行官（或经理）以及其他高级管理人员；
designate and appoint the legal representative (chairperson), the director, supervisor, the chief executive officer (or general manager) and other senior management members of the OPCO;
- (4) 签署会议记录及向相关公司注册机关提交文件；及
sign minutes and file documents with the relevant companies registry;
and
- (5) 在运营实体破产时，代表委托人行使表决权。
exercise voting rights on the winding up of the OPCO on behalf of the Principal.

1.2 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，个人股东及委托人承诺及同意如下：

For Proxy's effective implementation and exercise of each power and right granted under Article 1.1 above, the Individual Shareholders and the Principal hereby undertakes and agrees as follows:

1.2.1 若任何法律、法规或任何政府机关要求委托人就某一项具体的受托事项出具或签署特别的授权委托书、政府审批申请文件或

类似文件或要求办理相关手续（如授权委托书的公证等），则其应立即按照该等要求出具和/或配合签署相关文件；及

If any law, regulation, or government body requires Principal to issue or execute special power of attorney, governmental application documents, or similar documents or requires Principal to carry out related procedures (such as notarization of power of attorney) with respect to a specific matter under entrustment, the Principal shall immediately issue and/or cooperate to execute related documents per such requirements; and

- 1.2.2 委托人应及时采取所有必要的行动促使和确保受托人在运营实体的董事会或股东会所作出的所有决议得到执行。委托人不得以其运营实体股东身份，拖延或拒绝任何前述决议在运营实体层面通过和/或得到执行。

The Principal shall promptly take all necessary actions to procure and ensure the due implementation of all the resolutions made by the Proxy in a board of directors' meeting or shareholders' meeting of the OPCO. The Principal shall not, in the capacity of the OPCO's shareholder, delay or refuse the passing and/or implementation of any said resolution of the OPCO.

- 1.3 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，运营实体承诺及同意如下：

For the effective exercise of the powers and rights granted to the Proxy under Article 1.1, the OPCO hereby undertakes and agrees as follows:

- 1.3.1. 在不违反相关法律、法规的前提下，执行受托人在运营实体的董事会或股东会所作出的所有决议，包括但不限于立即按照受托人的要求出具相关文件和/或配合签署相关文件；

Subject to applicable laws and regulations, the OPCO shall implement all the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO, including but not limited to the immediate provision and/ or the execution of relevant documents as required by the Proxy;

- 1.3.2. 运营实体应配合受托人了解其运营详情。运营实体应当向受托人提供任何公司账簿、账目、记录和其他文件。受托人有权摘录或复印此等账簿、账目、记录和其他文件；及

The OPCO shall assist the Proxy with understanding the details of its operation. The OPCO shall provide the Proxy with any corporate books, accounts, records and other documents. The Proxy is entitled to make extracts or photocopies of such books, accounts, records and other documents; and

- 1.3.1 提供一切必要的其他协助，包括但不限于在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已作出的运营实体的股东会决议或其他相关的法律文件。

The OPCO shall provide all other necessary assistance, including but not limited to promptly signing the shareholders' resolution of the OPCO made by Proxy and other relevant legal documents when

necessary (such as to meet the government authorities' request on documents required for approval, registration and filing).

- 1.4 在不限制本协议项下授予的权力和权利的一般性的原则下，受托人应拥有本协议项下的权力和授权代表委托人签署独家股权购买权协议及独家资产购买权协议中约定的转让协议（委托人被要求作为该协议一方时），并行使和履行委托人作为协议一方的股权质押协议、独家股权购买权协议和独家资产购买权协议的权利和义务。为前述目的，“**股权质押协议**”、“**独家股权购买权协议**”和“**独家资产购买权协议**”指由委托人、运营实体、受托人和其他方（若适用）于本协议同签署的相关协议。

Without limiting the generality of the powers and rights granted hereunder, the Proxy shall have the power and authority under this Agreement to execute the Transfer Agreements stipulated in the Exclusive Equity Interest Option Agreement and Exclusive Assets Option Agreement, to which the Principal are required to be a party thereof, on behalf of the Principal, and to exercise and perform the rights and obligations under the Share Pledge Agreement, Exclusive Equity Interest Option Agreement and Exclusive Asset Option Agreement, to which the Principal are the party. For purpose of the aforesaid, the "**Share Pledge Agreement**", "**Exclusive Equity Interest Option Agreement**" and "**Exclusive Asset Option Agreement**" shall respectively refer to the relevant agreement entered into among the Principal, OPCO, the Proxy, and other parties (if applicable) on the date hereof.

- 1.5 受托人行使股权权利的所有行为均应视为委托人的行为，签署的所有相关文件均应视为由委托人签署。受托人在作出上述行为时均可按照其自己的意思行事，无须事前征求委托人或任何股东的同意。股东和委托人特此承认和批准受托人的该等行为和/或文件，认可并承担前述行为或文件所产生的法律后果。

The exercise of the rights attached to the Shares by the Proxy shall be deemed as the actions of the Principal, and all the documents related thereto executed by the Proxy shall be deemed to be executed by the Principal. When acting in respect of any and all of the aforementioned matters, the Proxy may act at its own discretion and does not need to seek the prior consent of the Principal or any Shareholder. The Shareholders and the Principal hereby acknowledge and ratify those actions and/or documents by the Proxy and acknowledge and accept the legal consequences arising therefrom.

- 1.6 个人股东和委托人同意和认可，在任何情况下，受托人不应就其行使本协议项下委托权利而被要求对其他方或任何第三方承担任何责任或作出任何经济上的或其他方面的补偿。个人股东和委托人同意补偿受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受任何损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。但如系由于受托人严重疏忽或故意的不当行为而引起的损失，则该等损失不在补偿之列。

The Individual Shareholders and the Principal agree and acknowledge that under no circumstances shall the Proxy be required to be held liable to or make economic or other compensations for any other or third parties as a result of its exercise of the rights granted hereunder. The Individual Shareholders and the Principal agree to indemnify the Proxy and hold it harmless from any and all losses that are or may be incurred by the Proxy as a result of the exercise by it of the rights granted hereunder, including but not limited to the losses arising from any actions, recourses, arbitrations, claims or government investigations

or punishments filed against it by any third parties, unless such losses are incurred as a result of the Proxy's gross negligence or willful misconduct.

- 1.7 在本协议期限内，未经受托人事先书面同意，委托人不得提前终止或撤销本协议，亦不得采取任何与受托人行使上述第 1.1 条项下授予受托人的各项权力及权利所相悖或不一致的作为或不作为。
Within the term of this Agreement, without the prior written consent of the Proxy, the Principal shall neither terminate this Agreement early or rescind this Agreement nor take any actions or inactions against or inconsistent with the exercise by the Proxy of the powers and rights granted to it under Article 1.1.
- 1.8 在本协议期限内，委托人不得采取或促使运营实体采取任何与受托人在运营实体的董事会或股东大会作出的决议相悖或不一致的行为。
Within the term of this Agreement, the Principal shall not procure the OPCO to, or take any action against or inconsistent with the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO.
- 1.9 委托人不得采取任何行动质疑、挑战、辩驳或反对独家业务合作协议及本协议的效力和执行力以及根据独家业务合作协议或本协议所进行的交易的效力和执行力。
The Principal shall not take any action to dispute, challenge, contest or work against the validity and enforceability of the Exclusive Business Cooperation Agreement and this Agreement and of the transactions contemplated under the Exclusive Business Cooperation Agreement and this Agreement.
- 1.10 若运营实体的运作或决定必须获得委托人作为股东的表决批准时，未经受托人的董事会事先书面同意，委托人不得作出任何表决批准。
If any operation or decision of the OPCO is subject to the approval by the Principal in the capacity of shareholder, without the prior written consent of the Proxy, the Principal shall not vote to approve such operation or decision.
- 1.11 未经受托人事先书面同意，委托人不得达成任何对运营实体有约束力的合同或协议、增加运营实体所承担的义务、或者从事任何违反协议的行为。
Without the prior written consent of the Proxy, the Principal shall not enter into any contract or agreement binding upon the OPCO or take any action increasing the obligation of the OPCO or in breach of this Agreement.
- 1.12 在本协议有效期期间，委托人特此放弃已在本协议委托给受托人的与股权有关的所有权力和权利，并且不得自行行使该等权力和权利。
During the term of this Agreement, the Principal hereby waives all the powers and rights associated with the Shares, which have been granted to the Proxy hereunder, and shall not exercise such powers and rights on its own.
- 1.13 在任何个人股东发生死亡、丧失行为能力或可能发生其他可能影响持有或行使其间接持有的委托人及运营实体的股权的情况下，相关个人股东的 (i) 任意继承人或 (ii) 根据该等个人股东签署的《个人股东承诺函》由上海未鲲指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Shanghai Weikun pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity indirect interests in the Principal and the OPCO, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

- 1.14 在委托人或其继承人是运营实体注册股东的前提下，本协议自签署之日起不可撤销并持续地有效，除非受托人作出相反的书面指示。
So long as a Principal or its successor(s) is/are an equity holder of, or has control over, the OPCO, this Agreement shall be irrevocably and continuously valid and effective from the date of its execution, unless the Proxy otherwise advises in writing.

2. 陈述及保证
Representations and Warranties

股东和运营实体各自向受托人作出以下陈述与保证：

The Shareholders and the OPCO each represents and warrants to the Proxy that

- (a) 其具有订立本协议并履行本协议项下义务及责任所需的全部权力和能力；
it has all the powers and capacities to enter into this Agreement and perform all the obligations and duties hereunder;
- (b) 其在本协议中承担的义务及责任为合法的、有效的、具有约束力的，并可按其条款强制执行；
its performance of the obligations and duties hereunder is legal, valid, binding and enforceable pursuant to the terms thereof;
- (c) 进行和从事所有需要采取、满足或实施的行动以及所有条件和事项（包括取得任何所需的同意、批准和授权，如法律有此要求），以：
carry out and satisfy all actions, conditions and events that shall be carried out, satisfied or implemented (including obtaining all necessary consents, approvals and authorisations, if required by law) so that
 - (i) 使其合法订立本协议，行使其在本协议下的权利，履行和遵守本协议下其承担的义务及责任；
it may legally enter into this Agreement, exercise its rights hereunder, and perform and comply with its obligations and duties hereunder;
 - (ii) 确保本协议下由其承担的义务及责任是合法、有效和具有约束力的；及
it can ensure its obligations and duties hereunder are legal, valid and binding; and

- (iii) 使本协议在所适用的法律项下均成为可以接受的证据。
this Agreement becomes admissible evidence under the applicable laws.
- (d) 其订立本协议、行使其在本协议下的权利、履行并遵守本协议下由其承担的义务及责任并无违反或抵触下列各项或超出下列各项授予或加诸的任何权力或限制：
its entering into of this Agreement, exercise of the rights hereunder, and performance and compliance of the obligations and duties hereunder neither breach or contravene any of the following or exceed any powers or restrictions granted or imposed by any of the following:
- (i) 其应遵守的任何法律、条例、法规或规定、任何判决、命令或裁决、或任何同意、批准或授权；或
any laws, ordinances, regulations, or rules, any judgments, orders or arbitrations, or any consents, approvals or authorisations that it shall comply with; or
- (ii) 其章程或任何其它适用文件或组织性文件的任何条款；或
its articles of association or any provision of any other applicable document or constitutional document; or
- (iii) 其为一方或其任何资产受其约束的任何协议或文件的条款。
any provision in any agreement or document to which it is a party or by which any of its assets is bound.
- (e) 已取得就订立及履行本协议以及使本协议合法有效而需的任何政府或其它机构（如法律有此要求）或其任何受托人的所有批准及授权，并完全有效。
it has obtained all the approvals and authorisations from any government or other organisations (if so required by law) or any of its proxies that are necessary for the entering into and execution and the validity of this Agreement, and all the approvals and authorisations are fully effective.

3. **可分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

4. **授权期限**
Term of Authorization

本协议项下授予受托人的权力及权利的期限与受托人和运营实体签署的独家业务合作协议的期限相等。

The term of authorization of the powers and rights to the Proxy hereunder shall be the same as that of the Exclusive Business Cooperation Agreement executed between the Proxy and the OPCO.

5. **通知**
Notices

5.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(i) 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

(ii) 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

5.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 上海雄国企业管理有限公司
Company: Shanghai Xionguo Corporation Management Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层
0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China
(Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

收件人: 法定代表人
 Attn: Legal Representative

公司: 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.
 地址: 中国(上海)自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
 Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai

收件人: 法定代表人
 Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
 地址: 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
 Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen

收件人: 法定代表人
 Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
 地址: 上海市浦东新区龙阳路 2277 号 1002N
 Address: 1002N, No. 2277 Lonyang Road, Pudong New District, Shanghai

收件人: 法定代表人
 Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
 地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
 Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen

收件人: 法定代表人
 Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: LinzhiJinsheng Investment Management Limited Partnership
 地址: 西藏林芝地区工布江达县物价局三楼 301 室
 Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet

收件人: 法定代表人
 Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
 地址: 上海市白渡路 288 号 3 号楼 1603 室
 Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

5.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

6. **保密责任**
Confidentiality

各方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到其他各方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露, 该一方应对违反本协议承担法律责任。无论本协议以任何理由终止, 本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

7. **管辖法律、争议解决和法律变更**
Governing Law, Resolution of Disputes and Change in Laws

- 7.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。
The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.
- 7.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。
In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.
- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。
Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.
- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。
In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime

after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定，仲裁庭可以就委托人的股权权益或物业权益裁定赔偿、裁定强制救济（就包括但不限于为进行业务或强制转让资产需要）或裁定委托人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国上海）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Principal, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Principal. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

8. 转让 Assignment

- 8.1 未经受托人的事先书面同意，股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。
Without Proxy's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.
- 8.2 上海未鲲有权自行决定向其董事、管理人员或其他职员转授权或转让其被委托人授权的权利而不必事先通知委托人或得到委托人的同意。
Shanghai Weikun is entitled to re-authorize or assign rights to its directors, managers or other employees authorized by the Principal at their own

discretion and without giving prior notice to the Principal or obtaining the Principal's consent.

9. **修订、更改与补充**

Amendment, Change and Supplement

9.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

9.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。
If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

10. **继续有效**

Survival

10.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。
Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

10.2 第5、7条和本第10条的规定在本协议终止后应继续有效。
The provisions of Sections 5, 7 and this Section 10 shall survive the termination of this Agreement.

11. **其他**

Miscellaneous

11.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由上海未鲲持有，每份具有同等的法律效力。
This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Shanghai Weikun having the others; each counterpart has equal legal validity.

11.2 本协议对各方的合法受让人及继受人均具有约束力。
This Agreement is binding on the legitimate assigns and successors of all Parties.

- 11.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。
- Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

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有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海雄国企业管理有限公司

Shanghai Xiongguo Corporation Management Co., Ltd.



签署：

By:

姓名：GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务：法定代表人

Title: Legal Representative

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署：

By:

姓名：YONG SUK CHO

Name: YONG SUK CHO

职务：法定代表人

Title: Legal Representative

日期： 年 月 日

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署：

By:

姓名：钟毅

Name: Zhong Yi

职务：法定代表人

Title: Legal Representative

日期： 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）

Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

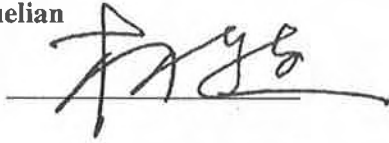
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

A handwritten signature in black ink, appearing to be 'Yang Xuelian', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be '石京魁', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), is written over a horizontal line. The signature is stylized and cursive.

股权质押协议
Share Pledge Agreement

本股权质押协议（下称“本协议”）由下列各方于 2023 年 2 月 1 日在上海签署：
This **Share Pledge Agreement** (this "**Agreement**") has been executed by and among the following Parties on Feb 01, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“**质权人**”）。质权人的股权由陆金所控股有限公司（“**最终控股股东**”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Pledgee**"). The equity interests of **Weikun (Shanghai) Technology Service Co., Ltd** is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“**出质人甲**”）。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Pledgor A**").

上海惠康信息技术有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室（“**出质人乙**”，与出质人甲合称为“**出质人**”）。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Pledgor B**", together with Pledgor A as "**Pledgors**")

上海陆金所信息科技股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼（“**丙方**”或“**运营实体**”）。

Shanghai Lujiazui International Financial Asset Exchange Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party C**" or the "**OPCO**")

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“**平安金科**”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“**上海兰帮**”）。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong

New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“**新疆同君**”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“**林芝金生**”）。

Linzhi Jinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**Linzhi Jinsheng**").

杨学连，一名中国公民，身份证号为 410711196008101035。。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035. .

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“**股东**”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, Pinan Jinke, Shanghai Lanbang, Xinjiang Tongjun, Linzhi Jinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas,

1. 出质人为依照中国法律成立并有效存续的有限责任公司，合计拥有公司 100% 的股权。公司是一家在中国上海注册并有效存续的股份有限公司。公司承认出质人和质权人在本协议项下各自的权利和义务并同意提供任何必要的协助登记该质权；

Pledgors are limited liability companies organized and validly existing under the laws of PRC, and collectively hold 100% of the equity interest in the Company. The Company is a company limited by shares registered and validly existing in Shanghai, China. The Company acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge;

2. 质权人是一家在上海设立注册并有效存续的有限责任公司。
Pledgee is a limited liability enterprise registered and validly existing in Shanghai, China.
3. 出质人已签署或将签署下列协议：
Pledgors have executed or will execute the following agreements:
 - a) 于 2023/02/01 签署的独家股权购买权协议；
the Exclusive Equity Interest Option Agreement executed on 2023/02/01;
 - b) 于 2023/02/01 签署的独家资产购买权协议；
the Exclusive Asset Option Agreement executed on 2023/02/01.
 - c) 于 2023/02/01 签署的股权表决权委托协议；
the Voting Proxy Agreement executed on 2023/02/01
 - d) 借款合同及反担保合同等（如涉及）。
Loan agreements and Counter-Guarantee Agreements (if applicable).
4. 公司已签署下列协议：
Company has executed the following agreements:
 - a) 于 2023/02/01 签署的独家业务合作协议；
the Exclusive Business Cooperation Agreement executed on 2023/02/01;
 - b) 于 2023/02/01 签署的独家股权购买权协议；
the Exclusive Equity Interest Option Agreement executed on 2023/02/01;
 - c) 于 2023/02/01 签署的独家资产购买权协议；及
the Exclusive Asset Option Agreement executed on 2023/02/01; and
 - d) 于 2023/02/01 签署的股权表决权委托协议。
the Voting Proxy Agreement executed on 2023/02/01.
5. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）；并且
The Individual Shareholders each executed an individual shareholder's undertaking (the "Individual Shareholder Undertaking") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and
6. 个人股东及出质人同意以出质人在公司中拥有的所有股权作为质押担保，以保证：
The individual Shareholders and Pledgor hereby agree to pledge all of the equity interest the Pledgor holds in the Company as security:
 - (1) 出质人履行其于上述第 3 条项下的任何及全部义务；
for the fulfillment of any and all obligations of Pledgor under paragraph 3 above;
 - (2) 公司履行其于上述第 4 条项下的任何及全部义务；及
for the fulfillment of any and all obligations of Company under paragraph 4 above; and
 - (3) 个人股东履行其于上述第 5 条项下《个人股东承诺函》内的任何及全部义务。

for the fulfillment of any and all obligations of Individual Shareholders under paragraph 5 above.

股东（包括出质人）以及公司各称和合称为“**义务人**”并且其在本条所述项下的所有义务，以及质权人因出质人和/或公司的任何违约事件(如下文定义)而遭受的全部直接、间接、衍生损失和可预计利益的丧失（该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测；及质权人为强制出质人和/或公司执行其合同义务而发生的所有费用）合称为“**担保债务**”。上述第 3 条和第 4 条各协议各称和合称为“**合作系列协议**”。

Shareholders (including the Pledgor) and the Company are individually referred to as an "**Obligor**" and together the "**Obligors**", and their obligations mentioned under this Section are collectively referred to as the "**Secured Obligations**", including all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default. (The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of the Pledgee, all expenses occurred in connection with enforcement by the Pledgee of the Pledgor's and/or Company's Contract Obligations and etc. The agreements mentioned under Section 3 and Section 4 above are individually referred to as a "**Cooperation Agreement**" and together the "**Cooperation Agreements**".

1. 定义 Definitions

除非本协议另有规定，下列词语应具有如下含义：

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 “**质权**”应指出质人根据本协议第 2 条授予质权人的担保权益，即质权人以股权的转换、拍卖或出售价款优先受偿的权利。
"**Pledge**" shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be compensated on a preferential basis with the conversion, auction or sales price of the Equity Interest.
- 1.2 “**股权**”应指出质人在公司中合法现在持有和今后取得的所有股权。
"**Equity Interest**" shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgors in the Company.
- 1.3 “**质押期限**”应指本协议第 3 条规定的期限。
"**Term of Pledge**" shall refer to the term set forth in Section 3 of this Agreement.
- 1.4 “**借款合同**”应指(1)任何银行根据质权人或其指定方的指示、担保或其他安排，与出质人签署的；或(2)质权人或其指定方与出质人签署的任何借款合同、委托贷款合同或其他资金安排。
"**Loan Agreements**" shall refer to any borrowing agreements, entrustment loan agreements or other fund arrangements (1) between any bank and Pledgor pursuant to instructions, guarantees or other arrangements provided by Pledgee or its designee(s); or (2) between Pledgee or its designee(s) and Pledgor.
- 1.5 “**反担保合同**”应指质权人或其指定方与出质人签署的反担保合同，由出质人向质权人或其指定方提供反担保，以使得质权人或其指定方在将来承担担保合同下担

保责任后，可对出质人实现追偿。为前述目的，“担保合同”应指质权人或其指定方为担保出质人履行出质人与银行的贷款合同或其他资金安排，而与银行签署的任何担保合同或其他类似安排。

"Counter-Guarantee Agreements" shall refer to any counter-guarantee agreement entered into by Pledgee or its designee(s) with Pledgor under which Pledgor provides counter-guarantee to Pledgee or its designee(s). Under a Counter-Guarantee Agreement, Pledgee or its designee(s) can enforce the counter-guarantee to recover its losses after it assumes security responsibility under a Guarantee Agreement. For such purpose, the "Guarantee Agreements" shall refer to any guarantee agreement or similar arrangement entered into by Pledgee or its designee(s) with any bank under which Pledgee or its designee(s) provides guarantee to the bank to guarantee due performance of Pledgor of its obligations under any loan agreements or other funding arrangements entered into by Pledgor with the banks.

- 1.6 “违约事件”应指本协议第 7 条列明的任何情况。
"Event of Default" shall refer to any of the circumstances set forth in Article 7 of this Agreement.
- 1.7 “违约通知”应指质权人根据本协议发出的宣布违约事件的通知。
"Notice of Default" shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.
- 1.8 “中国”应指中华人民共和国，在本协议中不包括香港、澳门和台湾地区。
"PRC" shall refer to the People's Republic of China, which excludes for the purposes of this Agreement the Special Administrative Regions of Hong Kong and Macau and the Taiwan area.
- 1.9 “合作系列协议”定义见本协议鉴于部分。
"Cooperation Agreements" shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.10 “义务人”定义见本协议鉴于部分。
"Obligor" shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.11 “担保债务”定义见本协议鉴于部分。
"Secured Obligations" shall have the meaning as ascribed to it under Whereas Section of this Agreement.

2. 质权 The Pledge

- 2.1 作为对全部义务人即时和完整履行合作系列协议项下任何和所有担保债务的抵押担保品，出质人特此将其所持有的公司 100% 股权（包括出质人现在拥有的公司的 100% 股权和与之相关的所有股权权益）以第一优先质押的方式质押给质权人。

As collateral security for the prompt and complete performance of any and all Secured Obligations of Obligors under the Cooperation Agreements, Pledgors hereby pledge to Pledgee a first security interest in the 100% equity interest of the Company currently owned by Pledgors and all relevant equity interest thereto.

- 2.2 各方理解并同意，因担保债务而产生或与其相关的货币估值直至决算日（定义见下文）均为变化和浮动的估值。

The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below).

- 2.3 如发生下列任何事件（“**决算事由**”），担保债务之价值应依据决算事由发生之前的最近日期或发生当日对质权人到期未偿付的应付担保债务总额确定（“**已确定之债务**”）：

Upon the occurrence of any of the events below (each an "**Event of Settlement**"), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to Pledgee on or immediately prior to the date of such occurrence (the "**Fixed Obligations**"):

- (a) 任一合作系列协议到期或根据其项下相关约定而终止；

Any Cooperation Agreement expires or is terminated pursuant to the stipulations thereunder;

- (b) 本协议第7条规定的违约事件发生且未解决，致使质权人根据第7.3条向出质人送达违约通知；

the occurrence of an Event of Default pursuant to Section 7 that is not resolved, which results in Pledgee serving a Notice of Default to Pledgors pursuant to Section 7.3;

- (c) 质权人通过适当的调查，合理认为出质人和/或公司已丧失偿付能力或可能会被置于无偿付能力状态；或

Pledgee reasonably determines (having made due enquiries) that Pledgors and/or the Company are insolvent or could potentially be made insolvent; or

- (d) 根据中国相关法律规定要求确定担保债务的任何其他事件。

any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

- 2.4 为免疑义，决算事由发生的日期应为决算日（“**决算日**”）。质权人有权于决算日当日或之后，根据其选择按照第8条实现质权。

For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the "**Settlement Date**"). On or after the Settlement Date, Pledgee shall be entitled, at the election of Pledgee, to enforce the Pledge in accordance with Section 8.

- 2.5 在质押期限内，质权人有权收取因股权而产生的任何股息或其他可分配利益。在质权人事先书面同意的情况下，出质人方可就股权而分得股利或分红。出质人因股权而分得的股利或分红在扣除出质人根据中国适用法律应当缴纳或代扣代缴的税费后应根据质权人的要求 (a) 存入质权人的指定账户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者 (b) 在不违反中国法律的前提下，将此等红利、股利无条件地转让给质权人或质权人指定的人。

Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of Pledge. The Pledgors may receive dividends

distributed on the Equity Interest only with prior written consent of the Pledgee. Dividends received by the Pledgors on Equity Interest after the deduction of tax paid or withheld by the Pledgors required by applicable PRC laws shall be, as required by the Pledgee, (a) deposited into an account designated and supervised by the Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (b) unconditionally transfer to the Pledgee or any other person designated by the Pledgee to the extent permitted under the applicable PRC laws.

3. **质押期限**
Term of Pledge

- 3.1 质权应自其在公司所在地的工商行政管理部门（“**登记机关**”）登记成立之日起生效，该质权的期限（“**质押期限**”）直至最后一笔被该质权所担保义务被偿付或者履行完毕时终止。各方同意，在本协议签署后，出质人和质权人应立即（在任何情况下均不得迟于本协议签署日后第 20 天，除各方另有约定外）依据《工商行政管理机关股权出质登记办法》向登记机关提出股权出质设立登记申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起十五（15）日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。公司承认出质人和质权人在本协议项下各自的权利和义务，并同意提供任何必要的协助登记该质权。

The Pledge shall become effective as of the date when the pledge of the Equity Interest is registered with the local administration of industry and commerce where the Company locates (the "**Registration Authority**"). The Term of the Pledge (the "**Term of Pledge**") shall end when the last obligation secured by the Pledge is paid or fully fulfilled. The Parties agree that, promptly after the execution of this Agreement (but in no event later than 20 days from the execution date of this Agreement unless otherwise agreed by the Parties), Pledgors and Pledgee shall submit their application for pledge registration to the Registration Authority in accordance with *the Measures on Share Pledge Registration with the Administration of Industry and Commerce*. The Parties also agree that within fifteen (15) days after the Registration Authority officially accepts equity pledge application, Pledgors and the Company shall complete the pledge registration procedure, obtain the pledge registration notice and completely and accurately register the Pledge of Equity Interest on the Pledge Registration Book of the Registration Authority. The Company acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge.

- 3.2 在质押期限内，如任何义务人未履行其合作系列协议项下的任何担保债务，质权人应有权但无义务按本协议的规定处置该质权。

During the Term of Pledge, in the event any Obligor fails to perform any of its Secured Obligations under the Cooperation Agreements, Pledgee shall have the right, but not the obligation, to dispose of the Pledge in accordance with the provisions of this Agreement.

4. **受质权规限的股权记录的保管**
Custody of Records for Equity Interest subject to Pledge

- 4.1 在质押期限内，出质人应在质权登记成立之日起一周内将股权出质证明书及记载质权的股东名册以及质权人合理要求的其他文件（包括但不限于登记机关颁发的

质权登记通知书)原件交付质权人保管。质权人应在整个质押期限期间一直保管该等项目。

During the Term of Pledge, Pledgors shall deliver to Pledgee's custody the originals of the capital contribution certificate for the Equity Interest, the shareholders' register containing the Pledge, and other documents reasonably requested by Pledgee (including without limitation the notice of registration of the Pledge issued by the Registration Authority) within one week from the date the Pledge is registered. Pledgee shall have custody of such items during the entire Term of Pledge.

5. **股东(包括出质人)和公司的陈述和保证**

Representations and Warranties of Shareholders (including the Pledgors) and the Company

股东(包括出质人)向质权人陈述和保证如下,除已向质权人披露的外:

Shareholders (including the Pledgors) Represents and Warrants to Pledgee that, except for those disclosed to the Pledgee:

- 5.1 出质人是股权仅有的法定所有权人和受益人,除受限于出质人与质权人另行签署的协议外,其对股权享有合法、完全、充分的所有权,没有任何现存的有关股权所有权的争议。出质人有权处分股权及其任何部分。出质人拥有合法的权力和能力签署本协议并根据本协议承担法律义务。
Pledgors are the only legal and beneficial owners of the Equity Interest. Except for being subject to other agreements entered into by Pledgors and Pledgee, Pledgors enjoy legal and complete ownership of the Equity Interest, free from any existing dispute over the ownership of the Equity Interest. Pledgors may dispose of any and all Equity Interest. Pledgors have the legitimate powers and capacity to enter into, and fulfill its legal obligations pursuant to this Agreement.
- 5.2 股权是可以依法出质和转让的,且出质人有充分的权利和权力依本协议的规定将股权出质给质权人。
The Equity Interest may be pledged and transferred according to law, and Pledgors have the full rights and powers to pledge the Equity Interest in favor of Pledgee pursuant to this Agreement.
- 5.3 本协议经出质人适当签署,对出质人构成合法、有效和具有约束力的义务。
This Agreement, once properly executed by Pledgors, constitutes legal, valid and binding obligations of Pledgors.
- 5.4 就本协议的签署和履行及本协议项下之股权质押须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)已经获得或办理,并将在本协议有效期内充分有效。
All third-party consents, approvals, waivers, and authorizations, or any government approvals, permissions, exemptions, or any registrations or filings (if required by law) with any government authorities, necessary for the execution and performance of this Agreement and for the Pledge of the Equity Interest hereunder, have been obtained or completed and will remain fully effective within the term hereof.
- 5.5 本协议项下的质押构成对股权的第一顺序的担保权益。
The Pledge hereunder constitutes the first-priority security interests in the Equity Interest.

- 5.6 因股权的取得而应缴付的所有税款和费用已由出质人全额缴付。
All the taxes and charges payable as a result of the receipt of the Equity Interest have been paid in full by Pledgors.
- 5.7 质权人应有权按本协议列明的规定处置和转让股权。
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.8 除合作系列协议外, 出质人未在股权上设置任何担保权益或其他产权负担, 股权的所有权不存在任何争议, 未受扣押或其他法律程序的限制或存在类似的威胁, 依所适用的法律可以用于质押和转让。
Except for the Cooperation Agreements, Pledgors have not placed any security interest or other encumbrance on the Equity Interest. There are no controversies over the ownership of the Equity Interest. The Equity Interest is not seized or subject to any other legal proceedings or similar threats, and is good for transfer and pledging according to applicable laws.
- 5.9 出质人签署本协议及行使其在本协议下的权利, 或履行其在本协议下的义务, 不会违反任何法律、法规、出质人作为一方任何协议或合同、或出质人向任何第三方所作的任何承诺。
Pledgors' execution of this Agreement and exercise of its rights under this Agreement (or fulfillment of its obligations under this Agreement) will not breach any laws, regulations, and agreements or contracts to which Pledgors are the party, or any promise Pledgors have made to any third parties.
- 5.10 出质人向质权人提供的所有文件、资料、报表和凭证等是准确、真实、完整和有效的。
All documents, materials, statements and certificates provided by Pledgors to Pledgee are accurate, true, complete and valid.
- 5.11 出质人兹向质权人保证上述陈述和保证在合同义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下, 都将是真实的和准确的, 并将被完全地遵守。
Pledgors hereby warrant to Pledgee that all the above representations and warrants will be true and correct and fully complied with under all circumstances before the contractual obligations have been fulfilled or the Secured Obligations have been repaid in full.
- 5.12 在任何个人股东发生死亡, 丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的出质人及公司的股权的情况下, 相关个人股东的 (i) 任意继承人或 (ii) 根据该等个人股东签署的《个人股东承诺函》由质权人指定的自然人或法人 (**“指定受让人”**) 将被视为本协议的签署一方, 承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让, 股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批 (如适用)。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by the Pledgee pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the **"Designated Transferee"**) shall undertake any and all the rights and obligations of the relevant Individual Shareholder

under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her indirect equity interests in the Pledgor and the Company, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

公司向质权人陈述和保证如下：

The Company Represents and Warrants to Pledgee that:

- 5.13 公司是根据中国法律注册成立并合法存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议。
The Company is a limited liability company registered and validly existing under the laws of China. The Company has the qualification of an independent legal person, enjoys complete and independent legal status and the legal capacity to sign, deliver and fulfill this Agreement.
- 5.14 公司向质权人在本协议生效前提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实和正确的。公司向质权人在本协议生效后提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实和有效的。
All the reports, documents and information provided by the Company to Pledgee before the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the effective date hereof. All the reports, documents and information provided by the Company to Pledgee after the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the date of provision.
- 5.15 本协议经公司适当签署，对公司构成合法、有效和具有约束力的义务。
Upon due execution of the Company, this Agreement constitute legal, effective and binding obligation on the Company.
- 5.16 公司拥有签署和交付本协议及其它所有与本协议所述交易有关的文件的公司内部的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。
The Company has the complete internal power and authorization to sign and deliver this Agreement and all other documents relating to the transactions contemplated under this Agreement. The Company has the complete power and authorization to complete the transactions contemplated under this Agreement.
- 5.17 对于公司拥有的资产不存在任何重大的、可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担（包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让，或者附加于该等资产上的任何产权或使用权负担）。
Regarding the assets owned by the Company, there are no guarantee interests or any other encumbrance on property rights that are substantial and may impact Pledgee's right and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over

RMB 100,000, or any encumbrance on the ownership or right to use of such assets).

- 5.18 未经质权人的事先书面同意，公司不发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中而不是通过贷款产生的债务；和(ii)已向质权人披露并得到质权人书面同意的债务除外；

Without the prior written consent of Pledgee, the Company shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Pledgee for which Pledgee's written consent has been obtained;

- 5.19 一直在正常业务过程中经营公司的所有业务，以保持公司的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

The Company shall always operate all of its businesses during the ordinary course of business to maintain its asset value and refrain from any action/omission that may affect its operating status and asset value;

- 5.20 在任何法院或仲裁庭均没有针对股权、公司或其资产的未决的或就公司所知有威胁的诉讼、仲裁或其它法律程序，同时在任何政府机构或行政机关亦没有任何针对股权、公司或其资产的未决的或就公司所知有威胁的行政程序或行政处罚，将对公司的经济状况或出质人履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。

In any court or arbitration tribunal there are no pending (or, as far as the Company knows, threatening) litigation, arbitration or other legal proceedings against the Equity Interest, the Company or its assets, and in any governmental agencies or departments, there are no pending (or, as far as the Company knows, threatening) administrative proceedings or penalties against the Equity Interest, the Company or its assets, which may substantially or adversely impact the Company's economic condition or Pledgors' ability to fulfill their obligations and guarantee liabilities under this Agreement.

- 5.21 公司兹同意就出质人在本协议项下所作的陈述和保证向质权人承担连带责任。
The Company hereby agrees that it is jointly and severally liable to Pledgee for all representations and warranties made by Pledgors under this Agreement.

- 5.22 公司兹向质权人保证上述陈述和保证在本协议义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实的和正确的，并将被完全地遵守。
The Company hereby warrants to Pledgee that, at any time and under any circumstances prior to complete fulfillment of the obligations under this Agreement or the Secured Obligations being fully repaid, the aforementioned representations and warranties are true and accurate and will be fully complied with.

6. **公司和股东（包括出质人）的承诺和进一步同意**
Covenants and Further Agreements of Shareholders (including the Pledgors) and the Company

股东（包括出质人）的承诺和进一步同意如下：

The covenants and further agreements of Shareholders (including the Pledgors) are set forth below:

- 6.1 在本协议有效期期间，股东（包括出质人）特此向质权人承诺，出质人应：

Shareholders (including the Pledgors) hereby covenant to Pledgee, that during the term of this Agreement, Pledgors shall:

- 6.1.1 除履行合作系列协议外，未经质权人事先书面同意，不得进行或同意他人进行转让全部或任何部分的股权、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；
not transfer (or agree to others' transfer of) all or any part of the Equity Interest, place or permit the existence of any security interest or other encumbrance on property rights that may affect Pledgee's rights and interests in the Equity Interest, without the prior written consent of Pledgee, except for the performance of the Cooperation Agreements;
- 6.1.2 遵守适用于权利质押的所有法律和法规的规定，在收到有关主管机关（或者任何其他有关方面）就质权发出或制定的任何通知、命令或建议后 5 日内，应向质权人出示上述通知、命令或建议，并应遵守上述通知、命令或建议或者按照质权人的合理要求或经质权人同意就上述事项提出反对意见和陈述；
comply with the provisions of all laws and regulations applicable to the pledge of rights, and within 5 days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant parties) regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;
- 6.1.3 将可能对质权人对股权或其任何部分的权利具有影响的任何事件或出质人收到的通知、以及可能对产生于本协议中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知立即书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对股权的质押权益。
promptly notify Pledgee in writing of any event or notice received by Pledgors that may have an impact on Pledgee's rights to the Equity Interest or any portion thereof, as well as any event or notice received by Pledgors that may have an impact on any guarantees and other obligations of Pledgors arising out of this Agreement, and, upon reasonable request of Pledgee, take all necessary actions to secure the rights and interest to which Pledgee is entitled in the Equity Interest.
- 6.2 股东（包括出质人）同意，质权人按本协议取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他通过法律程序中断或妨害。
Shareholders (including the Pledgors) agree that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgors or any heirs or representatives of Pledgors or any other persons through any legal proceedings.
- 6.3 为保护或完善本协议对履行合作系列协议项下义务而授予的担保权益，股东（包括出质人）特此承诺，将真诚签署并促使在质权中有利益的其他当事人签署质权人所要求的所有证书、协议、契据和/或承诺。股东（包括出质人）还承诺，将

进行并促使在质权中有利益的其他当事人进行质权人所要求的作为,促进质权人行使本协议授予其的权利和授权,并与质权人或质权人的指定人(自然人/法人)签署关于股权所有权的所有有关文件。股东(包括出质人)承诺,将在合理期间内向质权人提供质权人所要求的关于质权的所有通知、命令及决定。

To protect or perfect the security interest granted by this Agreement for fulfillment of the obligations under the Cooperation Agreements, Shareholders (including Pledgors) hereby undertake to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by Pledgee. Shareholders (including Pledgors) also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural/legal persons). Shareholders (including Pledgors) undertake to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 股东(包括出质人)特此向质权人承诺,将遵守和履行本协议项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件,股东(包括出质人)应赔偿质权人由此导致的所有损失。

Shareholders (including Pledgors) hereby undertake to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Shareholders (including the Pledgors) shall indemnify Pledgee for all losses resulting therefrom.

- 6.5 如本协议项下质押的股权因任何原因受到法院或其他政府部门实施的任何强制措施,出质人应尽其一切的努力,包括(但不限于)向法院提供其他保证或采取其他措施,解除法院或其他部门对股权所采取的该等强制措施。

If the Equity Interest pledged under this Agreement is, for any reason, subject to mandatory measures imposed by the court of law or other governmental departments, Pledgors shall try their best to release such mandatory measures imposed by the court of law or other governmental departments, including without limitation providing to the court of law other kinds of security or other measures.

- 6.6 若股权有任何价值减少的可能,足以危害质权人权利的,质权人可以要求出质人提供额外的抵押或担保,出质人不提供的,质权人可以随时拍卖或者变卖股权,并将拍卖或者变卖所得的价款用于提前清偿担保债务或者提存;由此所发生之任何费用全部由出质人承担。

If there is a possibility that the value of the Equity Interest will be decreased and such decrease is sufficient to harm the rights and interests of Pledgee, Pledgee may request Pledgors to provide additional collateral or security. If Pledgors refuse to provide such security, Pledgee may, at any time, sell the Equity Interest or put it up for auction, and use the monies obtained from such sale or auction to settle the Secured Obligations in advance or put such monies under custody; all expenses therefore occurred shall be borne by Pledgors.

- 6.7 未经质权人事先书面同意,出质人以及/或者公司不得自行(或者协助他方)增加、减少、转让公司的注册资本(或者其对公司的出资额)或对之(包括股权)设置任何权利负担。在遵从这一规定前提下,出质人在本协议日期之后登记及获

得的公司股权称为“**额外股权**”。股东（包括出质人）和公司应在出质人取得额外股权时立即与质权人就额外股权签署补充股权质押协议，促使公司董事会和公司股东会批准该补充股权质押协议，并应向质权人提交补充股权质押协议所需的全部文件，包括但不限于：(a) 公司出具的关于额外股权的股东出资证明书的原件；以及 (b) 中国注册会计师出具的关于额外股权的验资报告经验证复印件。出质人和公司应按照本协议第 3.1 条的规定办理额外股权的出质设立登记。

Without the prior written consent from Pledgee, Pledgors and/or the Company shall not by themselves (or assisting others to) increase, decrease or transfer the registered capital of the Company (or its capital contribution to the Company) or impose any encumbrances on it, including the Equity Interest. Subject to the forgoing provision, any equity interest which is registered and obtained by Pledgors subsequent to the date of this Agreement shall be called "**Additional Equity Interest**". Shareholders (including Pledgors) and the Company shall, immediately after Pledgors obtains the Additional Equity Interest, enter with Pledgee supplemental share pledge agreement for the Additional Equity Interest, make the board of directors and shareholders' meeting of the Company approve the supplemental share pledge agreement, and deliver to Pledgee all documents necessary for the supplemental share pledge agreement, including without limitation (a) the original certificate issued by the Company about shareholders' capital contribution relating to the Additional Equity Interest; and (b) the verified photocopy of the capital contribution verification report (issued by certified public accountant in China) regarding the Additional Equity Interest. Pledgors and the Company shall, according to Section 3.1 of this Agreement, handle the pledge registration procedures relating to the Additional Equity Interest.

- 6.8 除非质权人事前出具书面的相反指示，股东（包括出质人）以及/或者公司同意，如果股份的部分或全部在出质人与任何第三方（“**股份受让方**”）之间发生违反本协议的转让，则股东（包括出质人）以及/或者公司应确保股份受让方无条件承认质权并履行必要的出质变更登记手续（包括但不限于签署有关文件），以确保质权的存续。

Unless otherwise instructed by Pledgee in writing in prior, Shareholders (including the Pledgors) and/or the Company agree that, if part of or all of the Equity Interest is transferred between the Pledgors and any third parties in violation of this Agreement ("**Transferee of the Equity Interest**"), then Shareholders (including the Pledgors) and/or the Company shall ensure that the Transferee of the Equity Interest will unconditionally recognize the Pledge and follow necessary procedures for modification of the registration of the Pledge (including without limitation signing relevant documents) so as to ensure the continued existence of the Pledge.

公司的承诺和进一步同意如下：

The covenants and further agreements of the Company are set forth below:

- 6.9 若就本协议的签署和履行及本协议项下之股权质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理登记或备案手续(如依法需要)，则公司应尽力协助取得并保持其在本协议有效期内充分有效。

If, for the execution of this Agreement and Pledge under this Agreement, it is necessary to obtain any third party consent, approval, waiver or authorization, any governmental approval, license or waiver, or complete registration or filing procedures in any governmental departments (as required by the law), then the Company shall try its best to assist in obtain the same and cause it to remain in effect

during the term of this Agreement.

- 6.10 未经质权人的事先书面同意,公司将不会向任何人或实体提供贷款或信贷或任何形式的担保;不会协助或允许出质人在股权上设立任何新的质押或授予其它任何担保权益,亦不会协助或允许出质人将股权转让。

Without prior written consent of Pledgee, the Company will not provide any person or entity with any loan or credit or guarantee in any form; assist or allow Pledgors to set up any new pledges or grant other security over the Equity Interest, nor will the Company assist or allow Pledgors to transfer the Equity Interest.

- 6.11 公司同意和出质人共同严格遵守本协议 6.7 条与 6.8 条项下规定的义务。
The Company agrees to, jointly with Pledgors, strictly comply with Article 6.7 and Article 6.8 of this Agreement.

- 6.12 未经质权人事先书面同意,公司不得进行转让公司资产或者在公司资产上设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担(包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让,或者附加于该等资产上的任何产权或使用权负担)。

Without prior written consent of Pledgee, the Company shall not transfer its assets or set up (or allow the existence of) any security or encumbrances on property rights that may affect Pledgee's rights and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).

- 6.13 当有任何法律诉讼、仲裁或其它请求发生,而可能会对公司、股权或质权人在合作系列协议及本协议项下的利益有不利影响时,公司保证将尽快和及时地书面通知质权人,并根据质权人的合理要求,采取一切必要措施以确保质权人对股权的质押权益。

Where there are any litigations, arbitrations or any other claims, which may adversely impact the Company, the Equity Interest, or Pledgee's interests under the Cooperation Agreements and this Agreement, the Company shall, as soon as possible, send timely notice to Pledgee and according to reasonable requests of Pledgee take all necessary measures to protect Pledgee's pledge interests in the Equity Interest.

- 6.14 公司不得进行或容许任何可能会对质权人在合作系列协议及本协议项下的利益或股权有不利影响之行为或行动。

The Company shall not conduct or allow any acts or actions that may adversely impact the Equity Interest or Pledgee's interest under the Cooperation Agreements and this Agreement.

- 6.15 公司将于每公历季度的第一个月内向质权人提供公司此前一公历季度的财务报表,包括但不限于资产负债表、利润表和现金流量表。公司将于每个财政年度末的 90 日内,向质权人提供公司在本财政年度的经审计的财务报表,该财务报表应当经由质权人批准的独立注册会计师审计并认证。

The Company shall, during the first month of each calendar quarter, provide to Pledgee its financial statements for the preceding calendar quarter, including without limitation its balance sheets, profit statements and cash flow statements. Within 90 days of the end of each fiscal year, the Company shall provide Pledgee with the Company's audited financial statements of the current fiscal year, which shall be

audited and certified by the independent certified auditor approved by Pledgee.

- 6.16 公司保证根据质权人的合理要求, 采取一切必要措施及签署一切必要文件, 以确保质权人对股权的质押权益及该等权益的行使和实现。

The Company shall, pursuant to Pledgee's reasonable requests, take all necessary measures and sign all necessary documents so as to ensure and protect Pledgee's pledge rights over the Equity Interest and the realization thereof.

- 6.17 如果由于本协议项下质权的行使而引起任何股权的转让, 公司保证采取一切措施以完成该等转让。

If the exercise of the Pledge under this Agreement results in any transfer of the Equity Interest, the Company agrees and warrants that it will take all measures to effect such transfer.

7. 违约事件 **Event of Default**

- 7.1 下列情况均应被视为违约事件:

The following circumstances shall be deemed Event of Default:

- 7.1.1 任何义务人未能完整或即时履行其合作系列协议项下任何担保债务;
Any Obligor fails to promptly perform or perform in full any of its Secured Obligations under the Cooperation Agreements;
- 7.1.2 股东在本协议第 5 条所作的任何陈述或保证含有严重失实陈述或错误, 和/或股东违反本协议第 5 条的任何保证;
Any representation or warranty by Shareholders in Section 5 of this Agreement contains material misrepresentations or errors, and/or Shareholders violates any of the warranties in Section 5 of this Agreement;
- 7.1.3 股东和公司未能按第 3.1 条中的规定完成登记机关的股权出质登记;
Shareholders and the Company fail to complete the registration of the Pledge with Registration Authority under Section 3.1 of this Agreement;
- 7.1.4 股东或公司违反本协议的任何规定;
Shareholders or the Company breach any provisions of this Agreement;
- 7.1.5 除第 6.1.1 条中明确规定外, 出质人转让或意图转让或放弃股权或者未经质权人书面同意而让予股权;
Except as expressly stipulated in Section 6.1.1, Pledgors transfer or purport to transfer or abandons the Equity Interest or assigns the Equity Interest without the written consent of Pledgee;
- 7.1.6 出质人对任何第三方的自身的贷款、保证、赔偿、承诺或其他债务责任 (1)因出质人违约被要求提前偿还或履行; 或(2)已到期但不能如期偿还或履行;
Any of Pledgors' own loans, guarantees, indemnifications, promises or other debt liabilities to any third party or parties (1) become subject to a demand of early repayment or performance due to default on the part of Pledgors; or (2) become due but are not capable of being repaid or performed in a timely

manner;

- 7.1.7 使本协议可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、使之失效或有实质性更改;

Any approval, license, permit or authorization of government agencies that makes this Agreement enforceable, legal and effective is withdrawn, terminated, invalidated or substantively changed;

- 7.1.8 适用的法律的颁布使本协议非法或使股东不能继续履行其在本协议项下的义务;

The promulgation of applicable laws renders this Agreement illegal or renders it impossible for Shareholders to continue to perform its obligations under this Agreement;

- 7.1.9 出质人所拥有的财产出现不利变化,致使质权人认为出质人履行其在本协议项下的义务的能力已受到影响;

Adverse changes in properties owned by Pledgors, which lead Pledgee to believe that that Pledgors' ability to perform its obligations under this Agreement has been affected;

- 7.1.10 公司的继承人或托管人只能部分履行或拒绝履行合作系列协议项下的任何义务; 及

The successor or custodian of the Company is capable of only partially performing or refuses to perform any obligation under the Cooperation Agreements; and

- 7.1.11 质权人不能或可能不能行使其针对质权的权利的任何其他情况。

Any other circumstances occur where Pledgee is or may become unable to exercise its right with respect to the Pledge.

- 7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生, 出质人应立即相应地书面通知质权人。

Upon notice or discovery of the occurrence of any circumstances described in Section 7.1 or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgors shall immediately notify Pledgee in writing accordingly.

- 7.3 除非本第 7.1 条所列明的违约事件已经在质权人通知之日起三十 (30) 天内令质权人满意地得到圆满解决, 否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出违约通知, 要求出质人立即支付合作系列协议项下任何应付款和/或按本协议第 8 条的规定处置质权。

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within thirty (30) days of Pledgee's notice, Pledgee may issue a Notice of Default to Pledgors in writing upon the occurrence of the Event of Default or at any time thereafter and demand that Pledgors immediately pay all payments due under the Cooperation Agreements, and/or disposes of the Pledge in accordance with the provisions of Section 8 of this Agreement.

8. 质权的行使

Exercise of Pledge

- 8.1 在合作系列协议完全履行及其所述应付款足额偿还前，未经质权人书面同意，出质人不得转让质权或股权。
Prior to the full performance of the Cooperation Agreements and full payment of all payments described therein, without Pledgee's written consent, Pledgors shall not assign the Pledge or the Equity Interest.
- 8.2 质权人行使质权时可向出质人发出违约通知。
Pledgee may issue a Notice of Default to Pledgors when exercising the Pledge.
- 8.3 受限于第 7.3 条的规定，质权人可在按第 7.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使强制执行质权的权利。一旦质权人选择强制执行质权，出质人应不再拥有与股权有关的任何权利或利益。
Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge concurrently with the issuance of the Notice of Default in accordance with Section 7.2 or at any time after the issuance of the Notice of Default. Once Pledgee elects to enforce the Pledge, Pledgors shall cease to be entitled to any rights or interests associated with the Equity Interest.
- 8.4 在违约事件发生时，在许可的范围内并根据适用法律，质权人有权依法处置质押的股权；质权人因行使其质权而收到的全部款项，在清偿担保债务后若有剩余，则余款支付给出质人或有权收取该款项的人（不计利息），在中国法律允许的情况下，出质人或有权收取该款项的人应在收到余款后全额返还质权人。
In the Event of Default, Pledgee is entitled to dispose of the Equity Interest pledged, to the extent permitted and in accordance with applicable laws; if, after satisfying all Secured Obligations, there is any balance in the monies collected by Pledgee by enforcing the Pledge, then such balance shall be, without calculation of interests, paid to Pledgors or other parties entitled to receive such balance. The Pledgors or other parties entitled to receive such balance shall fully return to the Pledgee to the extent permitted under PRC laws.
- 8.5 当质权人依照本协议处置质权时，股东和公司应提供必要的协助，以使质权人能够根据本协议强制执行质权。
When Pledgee disposes of the Pledge in accordance with this Agreement, Shareholders and the Company shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.
- 8.6 一切与本协议项下股权质押的设定及质权人权利实现有关的实际开支、税费及全部法律费用等，应由出质人承担，法律规定由质权人承担的除外。
Unless otherwise provided by the law, all expenses, tax, charges and all legal fees relating to the establishment of the Pledge and enforcement of it shall be borne by Pledgors.

9. **转让** **Assignment**

- 9.1 未经质权人事先书面同意，股东和公司无权转让或转授其在本协议项下的权利和义务。
Without Pledgee's prior written consent, Shareholders and the Company shall not assign or delegate its rights and obligations under this Agreement.

- 9.2 本协议应对股东及其继任人和经许可的受让人均有约束力,并且应对质权人及其每一继任人和受让人有效。

This Agreement shall be binding on Shareholders and its successors and permitted assigns, and shall be valid with respect to Pledgee and each of its successors and assigns.

- 9.3 在任何时候,质权人均可以将其在本协议和合作系列协议项下的任何及所有权利和义务转让给其指定人(自然人/法人),在该情况下,受让人应享有和承担质权人在本协议项下的权利和义务,如同其是本协议的原始一方一样。当质权人转让本协议和合作系列协议项下的权利和义务时,应质权人要求,股东和公司应签署有关协议或与该等转让有关的其他文件。

At any time, Pledgee may assign any and all of its rights and obligations under this Agreement and the Cooperation Agreements to its designee(s) (natural/legal persons), in which case the assigns shall have the rights and obligations of Pledgee under this Agreement, as if it were the original party to this Agreement. When Pledgee assigns the rights and obligations under this Agreement and the Cooperation Agreements, upon Pledgee's request, Shareholders and the Company shall execute relevant agreements or other documents relating to such assignment.

- 9.4 如果因转让而导致质权人变更,应质权人要求,股东和公司应与新的质权人按与本协议相同的条款和条件签署一份新的质押协议。

In the event of a change in Pledgee due to an assignment, Shareholders and the Company shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement.

- 9.5 全部义务人应严格遵守本协议和本协议各方或其中任何一方共同或单独签署的其他合同的规定,包括合作系列协议,履行在本协议和其他合同项下的义务,并不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示,股东不得行使其对在本协议项下质押的股权的任何余下的权利。

The Obligors shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Cooperation Agreements, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgors with respect to the Equity Interest pledged hereunder shall not be exercised by Shareholders except in accordance with the written instructions of Pledgee.

10. 终止

Termination

在合作系列协议完全履行及其项下的应付款足额支付之后,并且在全部义务人在合作系列协议项下的担保债务终止之后,本协议应终止,并且质权人应在合理切实可行范围内尽快解除本协议项下的股权质押,并配合出质人办理注销在公司的股东名册内以及在登记机关所作的股权质押的登记,因解除股权质押而产生的合理费用由出质人承担。

Upon the full performance of the Cooperation Agreements and full payment of all payments described therein, and upon termination of the Obligors' Secured Obligations under the Cooperation Agreements, this Agreement shall be terminated, and Pledgee shall then release the equity pledge hereunder as soon as reasonably

practicable and cooperate with Pledgors in connection with the deregistration of the equity pledge in the Company's shareholder register and with the Registration Authority. The reasonable fees arising from pledge deregistration shall be borne by Pledgors.

11. **手续费及其他费用**
Handling Fees and Other Expenses

除非另行约定或适用法律要求，与本协议有关的所有费用及实际开支，包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由公司承担。

Unless otherwise agreed or required by applicable laws, all fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by the Company.

12. **保密责任**
Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

13. **管辖法律、争议解决和法律变更**
Governing Law, Resolution of Disputes and Change in Laws

- 13.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available

laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 13.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 13.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 13.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement

in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 13.5 受限于中国法律的规定，仲裁庭可以就出质人的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定出质人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）公司的注册成立地（即中国上海）；及（iv）最终控股股东或公司主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Pledgors, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Pledgors. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions) shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Company (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

14. 通知 Notices

- 14.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

- 14.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

- 公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative
- 公司： 上海陆金所信息科技股份有限公司
Company: Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼
Address: Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative
- 公司： 上海雄国企业管理有限公司
Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative
- 公司： 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative
- 公司： 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址： 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人： 法定代表人
Attn: Legal Representative
- 公司： 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址： 上海市浦东新区龙阳路 2277 号 1002N

Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 14.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

15. 分割性
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

16. **继任者**
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assigns of such Parties.

17. **继续有效**
Survival

- 17.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 17.2 第 13、14 条和本第 17 条的规定在本协议终止后应继续有效。
The provisions of Sections 13, 14 and this Section 17 shall survive the termination of this Agreement.

18. **弃权**
Waivers

任何一方均可以对本协议的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

19. **修订、更改与补充**
Amendment, Change and Supplement

- 19.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议，并于相关政府登记（如适用）。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties and be recorded with competent governmental authorities (if applicable).

- 19.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

20. 语言

Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由质权人持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Pledgee having the others; each counterpart has equal legal validity.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署:

By:

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海雄国企业管理有限公司
Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海陆金所信息科技股份有限公司
Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.

签署:

By: _____

姓名: 陈东起

Name: Chen Dongqi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company //

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名：杨学连

Name: Yang Xuelian

职务：执行事务合伙人

Title: Managing Partner



日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

杨学连

Yang Xuelian

签署:

By:

A handwritten signature in black ink, appearing to be 'Yang Xuelian', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line. The signature is stylized and cursive.

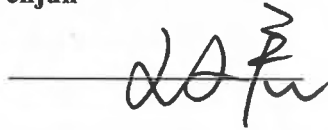
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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

王文君

Wang Wenjun

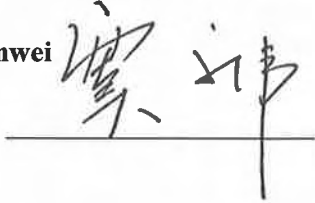
签署:

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

窦文伟
Dou Wenwei
签署：
By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海惠康信息技术有限公司 (下称“**上海惠康**”)

本人，杨学连，(i) 持有上海兰帮投资有限责任公司（下称“**上海兰帮**”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“**林芝金生**”）的普通合伙人，持有林芝金生 60%的财产份额。上海兰帮间接持有上海惠康 18.29%的股权，林芝金生间接持有上海惠康 2.17%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲(上海)科技服务有限公司和其他上海惠康的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》(上述协议及协议各方之后对其所作的任何书面修改、补充或确认(如有)，合称“**相关上海惠康 VIE 协议**”)。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何上海惠康的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海惠康 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海惠康直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海惠康的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海惠康 VIE 协议之履行。本人承诺不会做出任何可能与相关上海惠康 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海惠康 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致上海惠康与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关上海惠康 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海惠康 VIE 协议项下的合法利益并服从拟上市公司的指示。

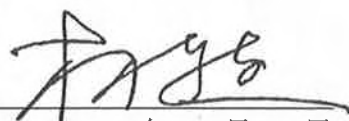
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署：


2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海惠康信息技术有限公司 (下称“**上海惠康**”)

本人，王文君，(i) 是新疆同君股权投资有限合伙企业 (下称“**新疆同君**”) 的有限合伙人，持有新疆同君 50% 的财产份额。新疆同君间接持有上海惠康 29.55% 的股权；并且 (ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海惠康的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海惠康 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何上海惠康的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海惠康 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海惠康直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海惠康的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海惠康 VIE 协议之履行。本人承诺不会做出任何可能与相关上海惠康 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海惠康 VIE 协议订立目的或意图相违背的作

为或不作为，从而导致或可能导致上海惠康与拟上市公司及其下属公司利益相冲突。

- (2) 如果本人在履行相关上海惠康 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海惠康 VIE 协议项下的合法利益并服从拟上市公司的指示。

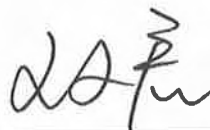
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

A handwritten signature in black ink, appearing to be 'DA' followed by a stylized flourish.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海惠康信息技术有限公司 (下称“上海惠康”)

本人，石京魁，(i) 持有上海兰帮投资有限责任公司（下称“上海兰帮”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）的有限合伙人，持有林芝金生 40%财产份额。上海兰帮间接持有上海惠康 18.29%的股权，林芝金生间接持有上海惠康 2.17%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲(上海)科技服务有限公司和其他上海惠康的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》(上述协议及协议各方之后对其所作的任何书面修改、补充或确认(如有)，合称“相关上海惠康 VIE 协议”)。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何上海惠康的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海惠康 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海惠康直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海惠康的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海惠康 VIE 协议之履行。本人承诺不会做出任何可能与相关上海惠康 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海惠康 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致上海惠康与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关上海惠康 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海惠康 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署：



2023年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海惠康信息技术有限公司 (下称“**上海惠康**”)

本人，**窦文伟**，(i) 是新疆同君股权投资有限合伙企业 (下称“**新疆同君**”) 的普通合伙人，持有新疆同君 50% 财产份额。新疆同君间接持有上海惠康 29.55% 的股权；并且 (ii) 在 2023 年 2 月 1 日与未鲲 (上海) 科技服务有限公司和其他上海惠康的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》(上述协议及协议各方之后对其所作的任何书面修改、补充或确认 (如有)，合称“**相关上海惠康 VIE 协议**”)。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何上海惠康的股权及其附带的所有权益 (合称“**相关股权**”)，如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海惠康 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲 (上海) 科技服务有限公司或未鲲 (上海) 科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海惠康直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海惠康的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海惠康 VIE 协议之履行。本人承诺不会做出任何可能与相关上海惠康 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海惠康 VIE 协议订立目的或意图相违背的作

为或不作为，从而导致或可能导致上海惠康与拟上市公司及其下属公司利益相冲突。

- (2) 如果本人在履行相关上海惠康 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海惠康 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

梁 伟

2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海惠康信息技术有限公司 (下称“上海惠康”)

本人，李红江，身份证号码为 410711196005151045。本人为杨学连之合法配偶。

本人知悉：(i) 杨学连通过上海兰帮投资有限责任公司（下称“上海兰帮”）及林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）间接持有上海惠康 10.447%的股权；及 (ii) 杨学连在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海惠康的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海惠康 VIE 协议**”）。

本人在此确认及不可撤销的承诺：

1. 杨学连通过上海兰帮及林芝金生间接持有的任何上海惠康的股权及其所附带的所有权益（下称“**相关股权**”）均为杨学连的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照杨学连签署的相关上海惠康 VIE 协议进行处分。本人确认，在任何时点均将对相关上海惠康 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与上海惠康的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关上海惠康 VIE 协议之订立目的或意图相违背的行为或举措。

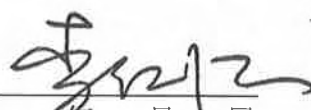
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：


2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海惠康信息技术有限公司 (下称“上海惠康”)

本人，丰小之，身份证号码为 440121196504270036。本人为王文君之合法配偶。

本人知悉：(i) 王文君通过新疆同君股权投资有限合伙企业（下称“新疆同君”）间接持有上海惠康 14.77%的股权；及 (ii) 王文君在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海惠康的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关上海惠康 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 王文君通过新疆同君间接持有的任何上海惠康的股权及其所附带的所有权益（下称“相关股权”）均为王文君的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照王文君签署的相关上海惠康 VIE 协议进行处分。本人确认，在任何时点均将对相关上海惠康 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与上海惠康的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关上海惠康 VIE 协议之订立目的或意图相违背的行为或举措。

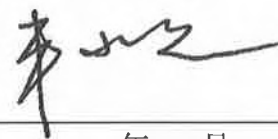
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：

A handwritten signature in black ink, consisting of stylized Chinese characters, positioned above a horizontal line.

2023年2月1日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海惠康信息技术有限公司 (下称“上海惠康”)

本人，祁洵，身份证号码为 340303196507250625。本人为石京魁之合法配偶。

本人知悉：(i) 石京魁通过上海兰帮投资有限责任公司（下称“上海兰帮”）及林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）间接持有上海惠康 10.013% 的股权；及 (ii) 石京魁在 2022 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海惠康的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海惠康 VIE 协议**”）。

本人在此确认及不可撤销的承诺：

1. 石京魁通过上海兰帮及林芝金生间接持有的任何上海惠康的股权及其所附带的所有权益（下称“**相关股权**”）均为石京魁的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照石京魁签署的相关上海惠康 VIE 协议进行处分。本人确认，在任何时点均将对相关上海惠康 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与上海惠康的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关上海惠康 VIE 协议之订立目的或意图相违背的行为或举措。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：

邵炯

2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海惠康信息技术有限公司 (下称“上海惠康”)

本人，孙增杰，身份证号码为 220104196706181528。本人为窦文伟之合法配偶。

本人知悉：(i) 窦文伟通过新疆同君股权投资有限合伙企业（下称“新疆同君”）间接持有上海惠康 14.77%的股权；及 (ii) 窦文伟在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海惠康的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关上海惠康 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 窦文伟通过新疆同君间接持有的任何上海惠康的股权及其所附带的所有权益（下称“相关股权”）均为窦文伟的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照窦文伟签署的相关上海惠康 VIE 协议进行处分。本人确认，在任何时点均将对相关上海惠康 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与上海惠康的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关上海惠康 VIE 协议之订立目的或意图相违背的行为或举措。

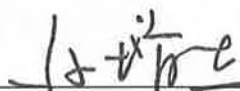
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：


2023 年 2 月 1 日

独家业务合作协议
Exclusive Business Cooperation Agreement

本独家业务合作协议（下称“本协议”）由以下双方于 2023 年 01 月 11 日在【】签署。

This Exclusive Business Cooperation Agreement (this "Agreement") is made and entered into by and between the following Parties on 11/01/23 in 【】.

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的所有股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party A**"). The entire equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands.

上海陆金所信息科技股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼（“乙方”或“运营实体”）。
Shanghai Lujiazui International Financial Asset Exchange Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at Floor 13, No. 1333 Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party B**" or "**OPCO**").

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a "**Party**" respectively, and as the "**Parties**" collectively.

鉴于：

Whereas,

1. 甲方是一家在中华人民共和国（下称“中国”）注册的有限责任公司，拥有提供技术服务和商务咨询服务的必要资源；
Party A is a limited liability company established in the People's Republic of China ("**China**"), and has the necessary resources to provide technical services and business consulting services;
2. 乙方是一家在中国注册的内资公司；
Party B is a company with exclusively domestic capital registered in China;
3. 甲方同意利用其人力、技术和信息优势，在本协议有效期内向乙方提供有关独家技术服务、技术咨询及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款的规定提供的该等服务。
Party A is willing to provide Party B, on an exclusive basis, with technical, consulting and other services (the detailed scope set forth below) during the term of this Agreement, utilizing its own advantages in human resources, technology and information, and Party B is willing to accept such exclusive services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, Party A and Party B have reached the following agreements:

1. 甲方服务提供

Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方提供全面的业务支持、技术服务和咨询服务，具体内容包括所有在乙方经核准的营业范围内由甲方不时决定的全部或部分服务，包括但不限于以下内容：技术服务、网络支持、业务咨询、设备或租赁、市场咨询、系统集成、产品研发和系统维护（“服务”）。

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with complete business support and technical and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which may include all or part of the services within the approved business scope of Party B as may be determined from time to time by Party A, including, but not limited to, technical services, network support, business consultations, equipment or leasing, marketing consultancy, system integration, product research and development, and system maintenance ("Service").

- 1.2 乙方同意接受甲方提供的咨询和服务。乙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.4 条描述的某些协议）为乙方提供本协议项下的咨询和/或服务。

Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not accept any consultations and/or services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.4 with Party B, to provide Party B with the consultations and/or services under this Agreement.

- 1.3 为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方有权向乙方提供财务支持（仅在中国法律允许的范围内）。为上述目的，甲方可以银行委托贷款或借款或其他方式向乙方和/或其任何股东提供财务支持，并应另行签署该等委托贷款或借款或其他方式的财务资助的相关合同。

To ensure that the cash flow requirements of Party B's ordinary operations are met and/or to set off any loss accrued during such operations, Party A has the right to, only to the extent permissible under the laws of PRC, to provide financial support to Party B, whether or not Party B actually incurs any such operational loss. For the aforesaid purpose, Party A's financial support to Party B may take the form of bank entrustment loans or borrowings or other

forms. Contracts for any such entrustment loans or borrowings or other forms of financial support shall be executed separately.

1.4 服务的提供方式
Service Providing Methodology

- 1.4.1 甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署其他技术服务协议和咨询服务协议，对特定技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements with the other Party or its affiliates, which shall provide the specific contents, manner, personnel, and fees for the specific technical services and consulting services.

- 1.4.2 为履行本协议，甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into intellectual property (including, but not limited to, software, trademark, patent and know-how) license agreements with the other Party or its affiliates, which shall permit Party B to use Party A's relevant intellectual property rights, at any time and from time to time based on the needs of the business of Party B.

- 1.4.3 乙方确认，甲方可自主决定将本协议下应向乙方提供的全部或部分服务分包给第三方承担。

Party B acknowledges that Party A may, at its own discretion, subcontract to third parties all or part of the Services Party A provides to Party B under this Agreement.

2. 服务费的计算、支付方式、财务报表、审计和税务
Calculation and Payment of the Service Fees, Financial Reports, Audit and Tax

- 2.1 双方同意，就甲方提供的服务，乙方应向甲方支付服务费（“服务费”）。在符合中国法律规定的前提下，服务费应为乙方的税前利润（包括乙方于任何财政年度在任何其附属公司应占的所有利润及所收取的任何其他分配，但不计算本协议项下所应支付的服务费），并扣除在任何财政年度所需的运营资本、开支、税金款额（甲方可根据中国税法原则和税务实践对服务费进行调整）以及与中国税法所规定的独立交易原则相符合的运营利润。服务费应当按季度支付。乙方应于每季度最后一天起 7 日内，(a)向甲方提供乙方当季度的管理报表和经营数据，其中应当明确乙方在当季度的税前收益；(b) 按甲方向乙方提供的各项调查报告、计划书、发票或其他书面文件，将服务费支付给甲方。甲方在收到管理报表和经

营数据后，可向乙方出具相应的服务费的发票。所有付款均应以汇款或各方认可的其它方式划入甲方指定的银行账户。各方同意，在本协议有效期内，甲方可不时向乙方送达通知更改该等付款指示，且甲方无需经乙方同意，有权仅依照其自主决定以至少提前 10 天书面通知乙方的方式调整上述服务费及服务费支付时间。

The Parties agree that, in consideration of the Services, Party B shall pay Party A service fees (the "**Service Fees**"). Subject to PRC laws, the Service Fees shall be equal to the profit before taxation of Party B (including all profits attributable to Party B of, and any other distributions received by Party B from, any of its subsidiaries in any financial year but without taking into account the Service Fees payable under this Agreement) and deducting working capital requirements, expenses and taxes (Party A can adjust the Service Fees based on applicable PRC tax laws and practices) and operating profit that is in compliance with the principle of independent transaction as stipulated in PRC tax law. The Service Fees shall be due and payable on a quarterly basis. Party B shall, within 7 days from the last day of each quarter, (a) deliver to Party A the management accounts and operating statistics of Party B for such quarter, including the before tax income of Party B during such quarter, and (b) pay the Service Fees to Party A upon request by Party A under various survey reports, plans, invoices or other written documents. After receipt of such management accounts and operating statistics, Party A may issue to Party B a corresponding service invoice. All payments shall be transferred into the bank accounts designated by Party A through remittance or in any other way acceptable by the Parties. The Parties agree that such payment instruction may be changed by a notice given by Party A to Party B from time to time and Party A shall have the right to adjust the Service Fees and the time of payment at its sole discretion without the consent of Party B by giving Party B no less than 10 days' prior written notice of such adjustment during the term of this Agreement.

- 2.2 乙方应于每个财政年度末的 90 日内向甲方提供乙方在本财政年度的审计的财务报表，该财务报表应当经由甲方批准的独立注册会计师审计。如果该等经审计的财务报表显示出本财政年度内乙方向甲方支付的服务费总额与乙方本财政年度根据中国财务报告准则所确定的税前收益扣除相关成本、合理费用后的剩余金额之间有任何差额，经甲方书面要求，乙方应向甲方支付该等差额。

Within ninety (90) days after the end of each fiscal year, Party B shall deliver to Party A audited financial statements of Party B for such fiscal year, which shall be audited by an independent certified public accountant approved by Party A. If such audited financial statements show any shortfall of the before tax income of Party B as determined based on China financial reporting standards minus relevant costs and reasonable expenses of Party B for such fiscal year compared to the aggregate amount of the Service Fees paid by Party B to Party A in such fiscal year, upon written requests from Party A, Party B shall pay Party A an amount equal to such shortfall.

- 2.3 双方同意，上述服务费的支付原则上不应使任何一方经营发生困难，为上述目的，且在实现上述原则的限度内，甲方可以同意乙方迟延支付服

务费，或经双方协商一致，可以书面形式调整第 2.1 条和第 2.2 条规定下乙方应向甲方支付服务费的时间安排。

The Parties agree that payment of the Services Fees shall not cause operational difficulty for any Party. For the purpose and in the spirit of the aforementioned principle, Party A may agree to a delay payment of Service Fees by Party B, or adjust the payment schedule under Section 2.1 and 2.2 by written notice upon mutual agreement of the Parties.

- 2.4 乙方应按照法律及商业惯例的要求编制符合甲方要求的财务报表。
Party B shall prepare its financial statements in satisfaction of Party A's requirements and in accordance with law and commercial practices.

- 2.5 经甲方提前 5 个工作日通知，乙方应允许甲方及甲方的控股股东（直接或间接）/或其指定审计师对乙方进行各类审计活动，包括在乙方的主要办公地点审计乙方的有关账册和记录并复印所需的该部分账册和记录。此外，乙方应向甲方及甲方的控股股东（直接或间接）/或其指定审计师提供有关乙方运营、业务、客户、财务、员工等相关信息和资料，并且同意最终控股股东为满足其证券上市地监管的要求而披露该等信息和资料。

Subject to a notice given by Party A 5 working days in advance, Party B shall allow Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor to carry out auditing activities on Party B, including reviewing, and making photocopies of, the relevant books and records of Party B at the principal office of Party B. Further, Party B shall provide Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor the information and materials in connection with the operation, businesses, clients, financials and employees of Party B, and agrees that the Ultimate Controlling Shareholder may disclose such information and materials to meet the requirements of the local regulatory authorities where its shares are listed.

- 2.6 本协议各方由于执行本协议所产生的税收负担，由各方自行承担。
Each of the Parties shall assume its own tax obligations in relation to performance of this Agreement.

3. **知识产权、保密条款以及禁止竞争**
Intellectual Property Rights; Confidentiality Clauses; Non-competition

- 3.1 履行本协议而产生或创造的所有权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他，无论其是由甲方还是由乙方开发的，均由甲方享有独有的和所有权上的权利和权益。

Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including, but not limited to, copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others, regardless of whether they have been developed by Party A or Party B.

- 3.2 乙方未取得甲方事先书面同意前，不得转移、转让、抵押、许可或以其他方式处置其权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他。

Party B shall not transfer, assign, mortgage, license or otherwise dispose of the rights and interests in rights, ownerships, intellectual properties, including but not limited to copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others of Party B without the prior written consent of Party A.

- 3.3 双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged between them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor is also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

- 3.4 乙方不得（直接或间接）经营除乙方营业执照及经营许可证之许可范围之外的业务，不得在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务的实体，也不得经营甲方书面同意范围之外的其他业务。

Party B shall not engage in any business activities other than those within the scope of its business license and business permit, whether directly or indirectly, or any businesses in China which compete with the businesses of Party A, whether directly or indirectly, including invest in any entity conducting businesses which compete with the businesses of Party A, or any other businesses beyond the scope approved in writing by Party A.

- 3.5 双方同意，不论本协议是否更改、废除或终止，本条应继续有效。

The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

4. **陈述和保证**
Representations and Warranties

4.1 甲方陈述和保证如下：

Party A hereby represents and warrants as follows:

4.1.1 甲方是按照中国法律合法注册并有效存续的一家公司。

Party A is a company legally registered and validly existing in accordance with the laws of China.

4.1.2 甲方签署并履行本协议是在其法人资格及其业务运营范围之内；甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对甲方有约束力或影响的法律或其他限制。

Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party A.

4.1.3 本协议构成甲方的合法、有效和有约束力的义务，并应针对其可强制执行。

This Agreement constitutes Party A's legal, valid and binding obligations, and shall be enforceable against it.

4.1.4 不存在将影响甲方履行本协议项下义务的能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序，而且据其所知无人威胁将采取上述行动。

No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.

4.1.5 甲方已经向乙方披露了任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者使其资产或业务受到约束的文件，并且甲方此前提供给乙方的文件中没有对任何重要事实的不实陈述或者遗漏。

Party A has disclosed to Party B, all contracts, government approval, license or any other document restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party B do not contain any misrepresentations or omissions of material facts.

4.2 乙方陈述和保证如下：

Party B hereby represents and warrants as follows:

- 4.2.1 乙方是按照中国法律合法注册并有效存续的一家公司。
Party B is a company legally registered and validly existing in accordance with the laws of China;
- 4.2.2 乙方签署并履行本协议是在其法人资格及其业务运营范围之内；乙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对乙方有约束力或影响的法律或其他限制。
Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party B.
- 4.2.3 本协议构成乙方的合法、有效和有约束力的义务，并应针对其可强制执行。
This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it.
- 4.2.4 不存在将影响乙方履行本协议项下义务的能力的，已经发生且尚未了结的诉讼，仲裁或其他公司法或行政程序，而且据其所知无人威胁将采取上述行动。
No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.
- 4.2.5 乙方已经向甲方披露任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者其资产或业务受到约束的文件，并且乙方此前提供甲方的文件中没有对任何重要事实的不实陈述或者遗漏。
Party B has disclosed to Party A all contracts, government approvals, licenses or any other documents restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party A do not contain any misrepresentations or omissions of material facts.
- 4.2.6 乙方按照本协议的约定，及时足额向甲方支付服务费用，在服务期限内维持与乙方业务相关的许可和资质的持续有效性，积极配合甲方提供服务，接受甲方就乙方业务提出的合理的意见和建议。
Party B shall pay service fees in full and in time to Party A, maintain the licenses and qualifications related to Party B's business, and accept Party A's reasonable opinions and suggestions about Party B's business in accordance with the terms of this Agreement.

- 4.2.7 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得出售, 转让, 抵押或以其他方式处置其他任何资产, 业务或收入的合法权益, 或任何第三方提供担保, 或允许任何第三方在其资产或权益上设置任何其他担保权益, 但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose in any other way any of its assets or legitimate interests in the business and revenue of Party B, or provide guarantees to any third party, or allow any third party create any other security interest on its assets or equity interests, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.8 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得发生, 继承, 保证或容许存在任何债务, 但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into, inherit, guarantee or allow the existence of any debt, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.9 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得签署任何重大合同(就本段而言, 如果一份合同的价值超过人民币 10 万元, 即被视为重大合同), 但在日常经营活动中签署的合同除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into any material contracts (for the purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed to be a material contract), except the contracts entered into in the ordinary course of business.

- 4.2.10 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得与任何第三方合并, 兼并或组成联合实体, 或收购任何第三方或被收购或控制, 增加或减少其注册资本, 或者以其他任何方式改变其注册资本结构。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not merge with or takeover any third party or form any jointly controlled entity with any third party, or acquire any third party, to be acquired by or controlled by any third party, increase or reduce its registered capital, or alter the structure of the registered capital in any other way.

- 4.2.11 在相关中国法律允许的前提下, 乙方将委任甲方推荐的人担任其董事; 除非取得甲方的事先书面同意或有法定理由, 乙方不得以任何其他任何原因拒绝委任甲方推荐的人选。

Subject to permission under relevant laws of China, Party B shall elect the candidates Party A nominates as directors. Unless prior consent is obtained from Party A or due to statutory reasons, Party B

shall not refuse the candidates Party A nominates for any other reasons.

4.2.12 自本协议签署之日起, 乙方委托甲方保管与控制对乙方日常营运重要相关证书及公章, 包括乙方营业执照, 组织机构代码证, 公章, 合同章, 财务专用章及法定代表人章。

Since the date of signing this Agreement, Party B shall entrust Party A to retain and exercise physical control of the seals and certificates of Party B that are crucial to the ordinary course of business of Party B, including business licenses, organization code certificates, official seals, contract stamps, finance stamps and legal representative stamps of Party B.

4.3 双方在此同意:
Parties hereby agree as follows:

4.3.1 双方承诺, 一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方及/或其附属公司、分公司可以合法从事乙方的业务, 双方将在该等乙方的股权全部转让给甲方后立即解除本协议。

The Parties undertake to terminate this Agreement after the transfer of Party B's equity interests to Party A in the event that Party A is allowed to and elects to hold Party B's equity interests directly and Party A and/or its subsidiary or branch is allowed to operate Party B's business legally in accordance with applicable PRC laws.

5. 生效和有效期
Effectiveness and Term

5.1 本协议自双方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或双方另行签署的其他协议的规定提前终止, 本协议有效期为 10 年。有效期满后, 除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方, 上述有效期将无限次延长, 每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless earlier terminated in accordance with the provisions of this Agreement or relevant agreements separately executed between the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5.2 在本协议期限内, 如果乙方破产或依法解散或其所有股权已根据双方与乙方的直接和间接现有股东于本协议同一日签署的《独家股权购买权协议》全部转让给甲方, 本协议将自动终止。

During the term of this Agreement, if Party B goes bankrupt, or is dissolved by law, or transfers all its shares to Party A pursuant to the exclusive option agreement executed between Party A, Party B and the direct and indirect

current shareholders of Party B on the same date of this Agreement, this Agreement will automatically terminate.

6. **终止**
Termination

- 6.1 除非依据本协议的有关条款续期，本协议应于期满之日并经甲方书面通知后终止。

Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated by the written termination notice by Party A upon the date of expiration hereof.

- 6.2 本协议有效期内，(a) 双方经协商一致，可提前终止本协议；(b) 甲方可在任何时候通过提前 30 天向乙方发出书面通知提前终止本协议；(c) 乙方无权单方提前终止本协议。

During the term of this Agreement, (a) the Parties may terminate this Agreement early upon mutual agreement; (b) Party A may terminate this Agreement early by giving 30 days' prior written notice to Party B at any time; and (c) Party B may not unilaterally terminate this Agreement prior to the expiration date.

- 6.3 在本协议终止之后，双方在第 3、7 和 8 条项下的权利和义务应继续有效。
The rights and obligations of the Parties under Sections 3, 7 and 8 shall survive the termination of this Agreement.

- 6.4 本协议由于任何原因提前终止或期满并不免除任何一方在本协议终止日或期满日前到期的本协议项下所有付款义务(包括但不限于服务费)，也不免除本协议终止前发生的任何违约责任。本协议终止前所产生的应付服务费应在本协议终止之日起 15 个工作日内支付给甲方。

In case of early termination, for whatever reason, or due expiration of this Agreement, payment obligations of either Party outstanding as of the date of such termination or expiration, including without limitation with respect to the Service Fees, shall not be waived, nor shall any default liability accrued as of the termination of this Agreement be waived. The Service Fees accrued as of the termination of this Agreement shall be paid to Party A within fifteen (15) working days following the termination of this Agreement.

7. **违约责任**
Liability for Breach of Agreement

- 7.1 除本协议其他条款规定外，如果一方(“**违约方**”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“**受损害方**”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因其违约行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院

判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 7.2 除法律明确规定外，乙方无权因甲方违反合同而终止本协议。

Unless where the law clearly states otherwise, Party B do not have the right to terminate this Agreement due to Party A's breach of this Agreement.

8. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 8.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国法律管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by laws of China.

- 8.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 8.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。
- Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.
- 8.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变，应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。
- In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.
- 8.5 受限于中国法律的规定，仲裁庭可以就乙方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定乙方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 乙方的注册成

立地（即中国上海）；及（iv）最终控股股东或乙方主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted bylaws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party B (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party B's principal assets are located shall have jurisdiction for the aforesaid purpose.

9. **补偿**
Indemnification

对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

10. **通知**
Notices

10.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

10.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

10.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

10.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 未鲲（上海）科技服务有限公司

Party A: **Weikun (Shanghai) Technology Service Co., Ltd.**

地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼

Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

收件人： 法定代表人

Attn: Legal Representative

乙方： 上海陆金所信息科技股份有限公司

Party B: **Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.**

地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼

Address: Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

收件人： 法定代表人

Attn: Legal Representative

10.3 任何一方均可按本条条款通过向另一方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

11. 转让

Assignment

11.1 未经甲方的事先书面同意，乙方不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

11.2 乙方同意，甲方可以通过向乙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

12. 弃权；累积性救济

Waiver; Accumulative Remedies

- 12.1 一方对另一方违反或不履行本协议任何约定给予的任何豁免不应视为是该方对随后违反或不履行此等约定或本协议项下其他约定的豁免。未行使或拖延行使本协议项下任何权利或救济权不构成对本协议有关约定的豁免。

No waiver by a Party of any breach or non-fulfilment by the other of any provisions of this Agreement will be deemed to be a waiver of any subsequent breach or non-fulfilment of that or any other provision hereunder, and no failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver of the relevant provision or provisions of this Agreement.

- 12.2 对本协议项下权利或救济权的一次或部分行使不应妨碍或限制对此等权利或救济权的进一步行使。每一方在本协议项下的权利和救济权是累积的，且不排除法定的任何权利和救济权。

No single or partial exercise of any right or remedy under this Agreement will preclude or restrict the further exercise of any such right or remedy. The rights and remedies of each Party provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

13. **可分割性** **Severability**

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

14. **修订、更改与补充** **Amendment, Change and Supplement**

- 14.1 对本协议作出的任何修订、更改与补充，均须经双方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by the Parties.

- 14.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。
- If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

15. **继续有效**
Survival

- 15.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。
- Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.
- 15.2 第 8、10 条和本第 15 条的规定在本协议终止后应继续有效。
- The provisions of Sections 8, 10 and this Section 15 shall survive the termination of this Agreement.

16. **其他**
Miscellaneous

- 16.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式五（5）份，每一方各持一份原件，其余由甲方留存备用，每份具有同等的法律效力。
- This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in five counterparts, each Party having one original and Party A keeping the others; each counterpart has equal legal validity.
- 16.2 本协议对双方的合法受让人及继受人均具有约束力。
- This Agreement is binding on the legitimate assigns and successors of both Parties.
- 16.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。
- Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 未鲲（上海）科技服务有限公司
Party A: Weikun (Shanghai) Technology Service Co., Ltd.



签署：
By: _____
姓名： YONG SUK CHO
Name: YONG SUK CHO
职务： 法定代表人
Title: Legal Representative

日期： 年 月 日

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

乙方：上海陆金所信息科技股份有限公司
Party B: Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.

签署：
By: _____
姓名：陈东起
Name: Chen Dongqi
职务：法定代表人
Title: Legal Representative

日期： 年 月 日

独家股权购买权协议
Exclusive Equity Interest Option Agreement

本独家股权购买权协议（下称“本协议”）由以下各方于 2023 年 02 月 01 日在上海签署：

This Exclusive Equity Interest Option Agreement (this “Agreement”) is executed by and among the following Parties as of Feb 01, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333 Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (**"Party A"**). The equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd (**"Ultimate Controlling Shareholder"**), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“上海雄国”）。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (**"Shanghai Xionguo"**)

上海惠康信息技术有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室（“上海惠康”，与上海雄国合称为“直接股东”或“乙方”）。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (**"Shanghai Huikang"**, collectively with Shanghai Xionguo as the **"Direct Shareholders"** or **"Party B"**)

上海陆金所信息科技股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼（“丙方”或“运营实体”）。

Shanghai Lujiazui International Financial Asset Exchange Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (**"Party C"** or the **"OPCO"**)

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“平安金科”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen (**"PinganJinke"**).

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上

海市浦东新区龙阳路 2277 号 1002N (“上海兰帮”) 。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号 (“新疆同君”) 。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业(有限合伙)，一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室 (“林芝金生”) 。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**LinzhiJinsheng**").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

(杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“**股东**”。)

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, PinanJinke, Shanghai Lanbang, Xinjiang Tongjun, LinzhiJinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为运营实体登记在册的合法股东，合计持有运营实体 100%的股权：

The Direct Shareholders are the registered shareholders of the OPCO and collectively hold 100% of the equity interests in the OPCO.

直接股东有意授予甲方一项购买其所持有的运营实体的全部或部分股权的不可撤销的、专有的选择权；

The Direct Shareholders intend to grant Party A an irrevocable and exclusive right to purchase all or part of the equity interests in the OPCO then held by them;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）；并且 The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

各股东及运营实体同意就甲方行使此等股权购买权（定义见下述）给予一切必要的配合。The Shareholders and OPCO agree to render all necessary cooperation to the exercise of the Equity Interest Purchase Option (as defined below) by Party A.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 股权买卖 Sale and Purchase of Equity Interest

1.1 授予权利 Option Granted

- 1.1.1 乙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权，使甲方在中国法律允许的前提下，有权自行决定步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买，或指定一人或多人(各称为“**被指定人**”)从乙方购买其所持有的运营实体的全部或部分股权(“**股权购买权**”)。受限于本协议的条款和条件，在中国法律法规允许的情况下，甲方拥有绝对的自由裁量权来决定其行使股权购买权的具体时间、方式和次数。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与乙方持有的运营实体股权有关的权利。运营实体特此同意直接股东向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "**Designee**") to purchase the equity interests in the OPCO then held by Party B once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "**Equity Interest Purchase Option**"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of the OPCO held by Party B. The OPCO hereby agrees to the grant by the Direct Shareholders of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate

organizations.

- 1.1.2 各股东和运营实体在此同意和确认乙方根据本协议第 1.1.1 条的规定授予甲方该股权购买权并承诺将采取所有必要行动促使乙方履行其在本协议项下的所有义务，包括但不限于，通过乙方向甲方或被指定人转让运营实体的股权或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and the OPCO hereby agree and confirm on Party B's grant of the Equity Interest Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party B to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party B to transfer any equity interests of the OPCO to Party A or a Designee or to perform any other obligations under this Agreement.

- 1.1.3 在本协议签署之日，乙方应向甲方交付：

On the date of the execution of this Agreement, Party B shall deliver to Party A:

- (a) 两份已妥为签署但未注明日期的转让协议，全部文件形式、内容均应令甲方满意，和/或形式在大体上如附录所示；以及

Two sets of undated duly executed transfer agreement in a form and substance satisfactory to Party A and/or substantially in the form set out in the Appendix hereto; and

- (b) 为使转让任何本协议项下被购买的股权有效，甲方要求的及令其满意的所有文件。

all other documents as required by and satisfactory to Party A in order to effect a valid transfer of any equity interests purchased under this Agreement.

1.2 股权购买权行使步骤

Steps for Exercise of Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知(“**股权购买通知**”)，股权购买通知应载明以下事项：(a)甲方行使股权购买权的决定；(b)甲方拟从乙方购买的股权总额(“**被购买的股权**”)；和(c)被购买的股权的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "**Equity Interest Purchase Option Notice**"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "**Optioned Interests**"); and (c) the date for purchasing the Optioned Interests and/or the date for transfer of the Optioned Interests.

1.3 股权买价及其支付

Equity Interest Purchase Price and Its Payment

- 1.3.1 被购买的股权的买价(“**股权买价**”)应等于以下两项的较高者：

the purchase price for the Optioned Interests (the "**Equity Interest Purchase Price**") shall be equal to the higher of below:

(i) 截至股权购买权行使之日，运营实体的注册资本中所对应的出资总额乘以被购买的运营实体的股权比例；及

(i) as of the date of exercising the Equity Interest Purchase Option, the total capital contribution to the registered capital of the OPCO multiplied by the percentage of equity interests in the OPCO purchased; and

(ii) 中国法律法规允许的最低价格。

(ii) the lowest price permitted under PRC law.

- 1.3.2 在依据中国法律对股权买价进行必要的税务代扣代缴（如适用）以后，股权买价由甲方或被指定人在被购买的股权正式转让至甲方或被指定人名下之日（即运营实体换发新的企业营业执照之日）起两个月内以人民币现汇至乙方指定账户。乙方应在收到股权买价之日起一个月内全部返还给甲方或被指定人。

After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Equity Interest Purchase Price shall be wired by Party A or its Designee(s) in RMB currency at spot exchange rate to the bank account(s) designated by Party B within two months after the date on which the Optioned Interests are officially transferred to Party A and its Designee(s) (i.e. a new Enterprise Business License of the OPCO is issued). The Equity Interest Purchase Price shall be repaid in full to Party A or its designee(s) within one month upon Party B's receipt of it.

1.4 转让被购买的股权
Transfer of Optioned Interests

每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 股东应促使运营实体和乙方及时召开股东会会议，在该会议上，应通过决议，批准乙方向甲方和/或被指定人转让被购买的股权；

Shareholders shall cause the OPCO and Party B to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);

- 1.4.2 甲方有权将任何或所有被购买的股权转入甲方或被指定人名下以及/或者在所有方面均以被购买的股权实益拥有人身份行事，如由此造成损失，甲方不对此承担责任。

Party A shall have the right to effect the transfer of any and all of the Optioned Interests into its name or the name(s) of its Designee(s) and/or without liability on the part of Party A in the event of loss, act in all respects as the beneficial owner of the Optioned Interests.

- 1.4.3 此外，股东和运营实体应签署所有其他必要合同、协议或文件（包括但不限于公司章程修正案），取得全部必要的政府执照和许可（包括但不

限于公司的营业执照），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的股权的有效所有权转移给甲方和/或被指定人，并促使甲方和/或被指定人成为被购买的股权的登记在册所有人。为本款及本协议的目的，“**担保权益**”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、股权质押协议项下产生的任何担保权益。本款及本协议所规定的“**股权质押协议**”指甲方、乙方和运营实体及相关方于本协议签署之日签署的股权质押协议，乙方根据相关协议向甲方质押其在运营实体的全部乙方股权。

Notwithstanding the foregoing, the Shareholders and the OPCO shall execute all other necessary contracts, agreements or documents (including without limitation the Amendments of the Articles of Association of the company), obtain all necessary government licenses and permits (including without limitation the Business License of the company) and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "**security interests**" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and the Share Pledge Agreement. "**Share Pledge Agreement**" as used in this Section and this Agreement shall refer to the relevant Share Pledge Agreement executed by and among Party B, the OPCO, Party A and other parties thereto as of the date hereof, under which Party B pledges all of its equity interests in the OPCO in favor of Party A.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和运营实体在此分别并连带地承诺：

The Shareholders and the OPCO hereby jointly and severally covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不以任何形式补充、更改或修订运营实体章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；
Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of the OPCO, increase or decrease its registered capital, or change its structure of registered capital in other manners;
- 2.1.2 按照良好的财务和商业标准及惯例，保持运营实体的存续，审慎地及有效地经营运营实体业务和处理其事务，并且促使运营实体履行其在独家业务合作协议项下的义务；本款及本协议所规定的“**独家业务合作协议**”指甲方及运营实体于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向运营实体提供相关的业务支持、技术服务和咨询服务；

They shall maintain the OPCO's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause the OPCO to perform its obligations under the Exclusive Business Cooperation Agreement; **"Exclusive Business Cooperation Agreement"** in this Section and this Agreement refers to the exclusive business cooperation agreement executed by Party A and the OPCO on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to the OPCO;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置运营实体的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of the OPCO or legal or beneficial interest in the business or revenue of the OPCO, or allow the encumbrance thereon of any security interest, other than the financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.4 在如 3.7 条所描述的法定清算后，乙方将向甲方全额支付其依法收取的任何剩余款项，或促使发生该等支付行为。如中国法禁止该等支付，乙方将在中国法许可的情形下向甲方或甲方指定的一方支付该收入；

After mandatory liquidation described in Section 3.7 below, Party B will remit in full to Party A any residual interest Party B receives or cause it to happen in compliance with law. If such transfer is prohibited by the laws of PRC, Party B will remit the proceeds to Party A or its designated person(s) in a manner permitted under the laws of PRC;

- 2.1.5 未经甲方的事先书面同意，丙方不发生、继承、保证或允许存在任何债务，但(i)在日常经营活动中而不是通过贷款产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；

Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 2.1.6 一直在日常经营活动中经营运营实体的所有业务，以保持运营实体的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

They shall always operate all of the OPCO's businesses during the ordinary course of business to maintain the asset value of the OPCO and refrain from any action/omission that may affect the OPCO's operating status and asset value;

- 2.1.7 未经甲方的事先书面同意，不得促使运营实体签署任何重大合同，(就本段而言，如果一份合同的价值超过人民币 10 万元，即被视为重大合同)，但在日常经营活动中签署的合同除外；

Without the prior written consent of Party A, they shall not cause the OPCO to execute any material contract (for purpose of this subsection, a contract

with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts entered into in the ordinary course of business;

- 2.1.8 未经甲方的事先书面同意，不得促使运营实体向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not cause the OPCO to provide any person with any loan or credit or guarantee in any form, other than the financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.9 应甲方的要求，向其提供所有关于运营实体的营运和财务状况的资料；
They shall provide Party A with information on the OPCO's business operations and financial condition at Party A's request;

- 2.1.10 如甲方提出要求，应从甲方接受的保险公司处购买和持有有关运营实体资产和业务的保险，该保险的金额和险种应与经营运营实体类似业务的公司一致；

If requested by Party A, they shall procure and maintain insurance in respect of the OPCO's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by the OPCO;

- 2.1.11 未经甲方的事先书面同意，不得促使或允许运营实体与任何人合并或联合，或对任何人进行收购或投资，或促使或允许运营实体出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外)；

Without the prior written consent of Party A, they shall not cause or permit the OPCO to merge, consolidate with, acquire or invest in any person, and/or cause or permit the OPCO to sell assets with a value higher than RMB 100,000 (other than the transactions conducted by the OPCO in its ordinary course of business);

- 2.1.12 应将发生的或可能发生的与运营实体资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对运营实体的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施；

They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the OPCO's assets, business or revenue and any circumstances that may adversely affects the OPCO's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;

- 2.1.13 为保持运营实体对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

To maintain the ownership by the OPCO of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and

appropriate defenses against all claims;

- 2.1.14 未经甲方事先书面同意，应确保运营实体不得以任何形式派发股息予其股东，但一经甲方书面要求，运营实体应立即将所有可分配利润分配给其股东；及

Without the prior written consent of Party A, they shall ensure that the OPCO shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, the OPCO shall immediately distribute all distributable profits to its shareholders; and

- 2.1.15 应甲方的要求，应委任由其指定的任何人士担任运营实体的董事以及/或者罢免在任的运营实体的董事。

At the request of Party A, they shall appoint any persons designated by Party A as directors of the OPCO or replace any existing director(s) of the OPCO.

- 2.1.16 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方行使股权购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfill any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Equity Interest Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfill its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺

Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 未经甲方的事先书面同意，乙方不得出售、转让、抵押或以其他方式处置其拥有的运营实体的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据股权质押协议在该股权上设置的质押则除外；

Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request the

OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides;

- 2.2.3 乙方应促使运营实体股东会 and/或董事会不批准在未经甲方的事先书面同意的情况下, 出售、转让、抵押或以其他方式处置乙方拥有的运营实体的股权的任何合法或受益权益, 或允许在其上设置任何担保权益的产权负担, 但根据股权质押协议在该股权上设置的质押则除外;

Party B shall cause the shareholders' meeting and/or the board of directors of the OPCO not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;

- 2.2.4 乙方应促使运营实体股东会或董事会不批准在未经甲方的事先书面同意的情况下, 运营实体与任何人合并或联合, 或对任何人进行收购或投资, 以及其他根据本协议的约定需取得甲方事先书面同意的事项;

Party B shall cause the shareholders' meeting or the board of directors of the OPCO not to approve the OPCO's merger or consolidation with any person, or the acquisition of or investment in any person, or other matters that require the prior written consent of Party A under this Agreement, without the prior written consent of Party A;

- 2.2.5 乙方应将发生的或可能发生的关于其拥有的运营实体的股权的任何诉讼、仲裁或行政程序立即通知甲方;

Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO held by Party B;

- 2.2.6 乙方应促使运营实体股东会或董事会表决批准本协议规定的被购买的股权的转让并采取甲方可能要求的任何及所有其他行动;

Party B shall cause the shareholders' meeting or the board of directors of the OPCO to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;

- 2.2.7 为保持其对运营实体的股权的所有权, 乙方应签署所有必要或适当的文件, 采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩;

To maintain Party B's ownership in the OPCO, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

2.2.8 应甲方的要求，乙方应委任由甲方指定的任何人士出任运营实体的董事；
Party B shall appoint any designee of Party A as director of the OPCO, at the request of Party A;

2.2.9 应甲方随时要求，乙方应根据本协议项下的股权购买权向甲方或被指定人立即和无条件地转让其在运营实体的股权，并且乙方在此放弃运营实体的其他任何现有股东进行股权转让时，其享有的优先购买权（如有）；
At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in the OPCO to Party A or its Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and Party B hereby waives its right of first refusal to the share transfer by any of the other existing shareholders of the OPCO (if any);

2.2.10 乙方应严格遵守本协议及乙方、运营实体与甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本协议项下，或本协议相同各方签署的股权质押合同或股权表决权委托协议项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利；及

Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, the OPCO and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests under this Agreement, the Share Pledge Agreement or the Voting Proxy Agreement among the same parties hereto, Party B shall not exercise such rights except in accordance with the written instructions of Party A; and

2.2.11 乙方将其拥有的丙方的股权全部质押给甲方，并签署相关的股权质押协议。

Party B shall pledge to Party A all of its equity interests in Party C and execute the relevant share pledge agreements.

3. 陈述和保证

Representations and Warranties

股东和运营实体特此在本协议签署之日和被购买的股权的每一个转让日向甲方共同及分别陈述和保证如下：

The Shareholders and the OPCO hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

3.1 其具有授权签署和交付本协议和其为一方的、被购买的股权的任何股权转让协议（各称为“**转让协议**”），并履行其在本协议和任何转让协议项下的义务。乙方同意在甲方行使股权购买权时，若甲方要求，签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务，并对其可强制执行；

They have the authority to execute and deliver this Agreement and any equity interest

transfer agreement with respect to the Optioned Interests to which they are a party (each, a "Transfer Agreement"), and to perform their obligations under this Agreement and any Transfer Agreement. Party B agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Equity Interest Purchase Option if requested by Party A. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 若甲方在本协议持续期间提出要求,如乙方尚未作出下列行动,则应促使股份转至甲方和/或甲方指定人士名下,由甲方和/或甲方指定人士根据本协议条款及在本协议条款规限下持有转让股份,及该等转让登记在公司簿册,并办理相关工商登记或备案手续。

On demand made by Party A at any time during the continuance of this Agreement, if Party B has not already done so, they shall procure that the equity and such other equity interest transfer as Party A may stipulate in writing are transferred into the name of Party A and/or its nominee(s) who shall hold the equity upon and subject to the terms of this Agreement and such transfers are registered in the books of the company and relevant registration or filing with the competent industry and commerce authority is completed.

- 3.3 无论是本协议或任何转让协议的签署和交付,还是本协议或任何转让协议项下的义务,均不得:(i)导致对中国的任何适用法律的任何违反;(ii)与运营实体章程、规章或其他组织文件相抵触;(iii)导致对其是一方或对其有约束力的任何合同或文书的违反,或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约;(iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反;或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件;

The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of the OPCO; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在运营实体拥有的股权拥有良好和可出售的所有权。除本协议和股权质押协议外,乙方在该等股权上没有设置任何担保权益;

Party B has a good and merchantable title to the equity interests in the OPCO it holds. Except for this Agreement and the Share Pledge Agreement, Party B has not placed any security interest on such equity interests;

- 3.5 运营实体对其所有资产拥有良好和可出售的所有权。除甲方、乙方和运营实体于本协议签署之日签署的独家资产购买权协议外,上述资产上没有设置任何担保权益;

The OPCO has a good and merchantable title to all of its assets, and except for the Exclusive Asset Option Agreement executed among Party A, Party B and the OPCO

as of the date hereof, the OPCO has not placed any security interest on the aforementioned assets;

- 3.6 运营实体没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；

The OPCO does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 3.7 如果运营实体应中国法律要求解散或清算，其应在中国法律许可的范围内，并按中国法律允许的最低价格将其所有的资产出售予甲方或甲方指定的其他合格主体。该运营实体在届时有效的中国法适用范围内豁免甲方或其指定之合格主体因此而产生的任何支付义务；或任何该交易产生之收益应在届时有效的中国法适用的范围内，作为独家业务合作协议下之服务费之一部分而支付予甲方或甲方指定的合格主体；

If the laws of PRC requires it to be dissolved or liquidated, a OPCO shall sell all of its assets to the extent permitted by the laws of PRC to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable laws of PRC. Any obligation for Party A or the qualifying entity designated by Party A to pay the OPCO as a result of such transaction shall be forgiven by the OPCO or any proceeds from such transaction shall be paid to Party A or the qualifying entity designated by Party A in partial satisfaction of the service fees under the Exclusive Business Corporation Agreement, as applicable under then-current laws of PRC;

- 3.8 运营实体遵守适用的中国所有法律和法规；及

The OPCO has complied with all laws and regulations of China; and

- 3.9 没有悬而未决的或可能发生的与在运营实体的股权、资产或运营实体有关的诉讼、仲裁或行政程序。

There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO, assets of the OPCO or the OPCO.

- 3.10 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人（“**指定受让人**”）将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary

procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. **生效和有效期**
Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. **违约责任**
Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外，如果一方(“**违约方**”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“**受损害方**”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因违约方行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务，运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders

shall undertake joint and several liabilities.

- 5.3 除法律明确规定外，股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. **管辖法律、争议解决和法律变更**

Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC ") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得

对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定各方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国上海）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of the Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. 税款和费用 Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让

和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. 通知 Notices

- 8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

- 8.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

- 8.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 未鲲（上海）科技服务有限公司

Company: Weikun (Shanghai) Technology Service Co., Ltd.

地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼

Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai

收件人： 法定代表人

Attn: Legal Representative

公司： 上海雄国企业管理有限公司

Company: Shanghai Xionguo Corporation Management Co., Ltd.

地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室

Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai

收件人： 法定代表人

Attn: Legal Representative

公司: 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路1333号3层0308室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 上海陆金所信息科技股份有限公司
Company: Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路1333号13楼
Address: Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区福田街道福安社区益田路5033号平安金融中心47楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路2277号1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路1010号国际信托大厦2楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼301室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连

Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 8.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. **保密责任**
Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such

confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. **进一步保证**
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件, 以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. **其他**
Miscellaneous

11.1 **修订、更改与补充**
Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充, 均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见, 或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化, 各方应据此对本协议进行修订。
If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 **完整合同**
Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外, 本协议应构成本协议各方就本协议标的物所达成的完整协议, 并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分, 并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 **标题**

Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 语言 **Language**

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由甲方持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Party A having the others; each counterpart has equal legal validity.

11.5 可分割性 **Severability**

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 继任者 **Successors**

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 继续有效 **Survival**

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协

议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。

The provisions of Sections 6, 8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 **转让**

Assignment

未经甲方的事先书面同意, 股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意, 甲方可以通过向乙方和丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务, 而无需经过乙方、运营实体或任何股东的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B and Party C but without the consent of Party B, the OPCO or any Shareholder.

11.10 **弃权**

Waivers

任何一方均可以对本协议的条款和条件作出弃权, 但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.



签署:

By:

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海雄国企业管理有限公司
Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.



签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海陆金所信息科技股份有限公司
Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.

签署:

By:

姓名: 陈东起

Name: Chen Dongqi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company



签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative

A handwritten signature in black ink, appearing to be '王仕永' (Wang Shiyong), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海兰帮投资有限责任公司

Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzi Jinsheng Investment Management Limited Partnership



签署：

By: _____

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

A handwritten signature in black ink, appearing to be 'Yang Xuelian', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。


IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

石京魁

Shi Jingkui

签署：

By:

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line. The signature is stylized and cursive.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

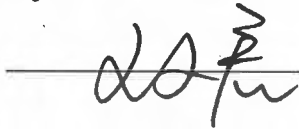
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署:

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', is written over a horizontal line.

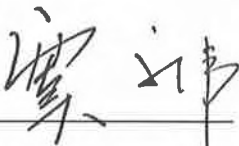
有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

窦文伟
Dou Wenwei

签署:

By:


A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), is written over a horizontal line. A vertical line extends downwards from the end of the signature.

附录
Appendix
股权转让协议样式
Form of Equity Interest Transfer Agreement

股权转让协议
Equity Interest Transfer Agreement

本协议由下述当事人于【】年【】月【】日签署：
THIS AGREEMENT is made on the 【】 day of 【】 BETWEEN:

甲方（转让方）：上海雄国企业管理有限公司、上海惠康信息技术有限公司
Party A (Transferor): Shanghai Xiongguo Corporation Management Co., Ltd.; Shanghai Huikang Information Technology Co., Ltd.

乙方（受让方）：未鲲（上海）科技服务有限公司
Party B (Transferee): Weikun (Shanghai) Technology Service Co., Ltd.

上海陆金所信息科技股份有限公司，一家依照中国法律成立和存续的股份有限公司，地址为中国（上海）自由贸易试验区陆家嘴环路1333号13楼（“公司”）。

Shanghai LuJiazui International Financial Asset Exchange Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("Company");

甲方、乙方以及公司已于【】年【】月【】日签署独家股权购买权协议，由甲方授予乙方一项购买甲方所持有的全部或部分公司股权的不可撤销的、专有的选择权（“购买权协议”）；

Party A, Party B and the Company entered into an Exclusive Equity Interest Option Agreement dated 【】, whereby Party B is granted an irrevocable, exclusive option to purchase all or part of the equity interests owned by Party A in the Company ("Option Agreement").

甲乙双方经过友好协商，就公司股权转让事宜，达成协议如下：

Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the equity interest of the Company upon and subject to the following terms and conditions:

第1条 拟转让的股权

Clause 1 Equity Interest to Be Transferred

- 1.1 在本协议以及购买权协议的条款和条件下，甲方同意将自己所持有公司_____ % 的不存在任何第三方权益（购买权协议以及甲方、乙方、公司及其他相关方于【】年【】月【】日签署的股权质押协议（“股权质押协议”）约定的权益除外）股权及其在本协议日期所附带的所有权利、收益、股息及权益（“转让股权”）转让给乙方。股权转让完成后，乙方将获得公司_____ % 的股份，享有股东权利，包括更换董事、选择高级管理者和经营决策等权利。

Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer _____ % of the equity interest free from any third party rights (except as agreed by Parties under the Option Agreement and the Share Pledge

Agreement ("Share Pledge Agreement") executed on 【 】 between Party A, Party B, the Company and other parties thereto) in the Company which it currently holds and all rights, benefits, dividends and entitlements attaching thereto as at the date of this Agreement("Sale Equity Interest") to Party B, in each case, subject to the performance of the Option Agreement and the Share Pledge Agreement, free of encumbrances and together with all rights, benefits, dividends and entitlements attaching thereto at the date of this Agreement. Upon completion, Party B shall hold _____% of the equity interest in the Company, be entitled to the shareholders' rights such as change directors, electing senior management and making decisions on the business operations, etc.

- 1.2 甲方在此放弃、且同意促成放弃，在适用的中国法律、公司章程或其他规定下可能存在的对股权转让的任何限制。
Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of equity interest under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 价格及支付方式

Clause 2 Consideration and Payment

- 2.1 转让股权的转让总价为_____人民币。
The aggregate consideration for the transfer of the Sale Equity Interest shall be RMB _____.
- 2.2 乙方支付的股权价格，应在转让股权正式转让至乙方名下之日（即公司换发新的企业营业执照之日）起两个月内，以人民币现汇至甲方指定账户。
Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the date on which the Sale Equity Interest is officially transferred to Party B (i.e. a new Enterprise Business License of the Company is issued).

第3条 双方责任和义务：

Clause 3 Responsibilities and Obligations of Both Parties

3.1 甲方责任和义务

Responsibilities and Obligations of Party A

- (a) 除履行购买权协议和股权质押协议外，甲方保证其向乙方转让的股权之上不存在任何第三方权益，且附带有在本协议日期的所有权利、收益、股息及权益，无法律瑕疵，可以对抗任何第三人。
Except for the performance of the Option Agreement and the Share Pledge Agreement, Party A represents and warrants to Party B that its proportion of the Sale Equity Interest to be transferred to Party B are free of encumbrances and are together with all rights, benefits, dividends and entitlements attaching thereto at the date of this Agreement, which are free of legal defects and can be claimed against any third party.
- (b) 甲方在本协议日期之后的 30 日以内，将办理、并/或促使公司办理向中国有关部门申请本次股权转让之审批及变更登记等有关手续，以使本协议拟定的股权变更生效（若适用）。甲方将尽最大的努力尽快办理并在尽

可能短的时间内获得这样的批准和登记。

Party A shall, within 30 days of the date of this Agreement, make and/or procure the Company to make the necessary applications to the relevant PRC authorities for all necessary approvals and registrations to effect the transfer of Sale Equity Interest contemplated by this Agreement (if applicable).

Party A shall use its best endeavors to expedite the process and obtain all such approvals and registrations within the shortest time possible.

3.2 乙方责任和义务

Responsibilities and Obligations of Party B

- (a) 按照本协议第二条之规定向甲方足额支付价款。

Party B shall make full payment of the consideration for the Sale Equity Interest to Party A in accordance with Clause 2 of this Agreement.

- (b) 向甲方提供办理第 3.1(b)条中提到的本次股权转让手续的合理协助。

Party B shall provide Party A with all such assistance as may be reasonably required for the making of the applications for the transfer of the Sale Equity Interest referred to in Clause 3.1(b).

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for

breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 权利与义务

Clause 6 Rights and Obligations

股权转让之前，甲方作为公司股东将按其在公司出资份额享受权利承担义务；股权转让完成之后，乙方作为公司的股东将享受权利和承担义务。

Before the sale and purchase of the Sale Equity Interest is completed, Party A shall enjoy all rights and assume all liabilities as shareholder of the Company in proportion to its equity interests in the Company. After the sale and purchase of the Sale Equity Interest is completed, Party B shall enjoy all rights and assume all liabilities as shareholder of the Company.

第7条 管辖法律和争议的解决

Clause 7 Governing Law and Disputes Resolution

- 7.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 7.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如

果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响), 各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准; 以及 (b) 如果由于上述法律变更或新颁布的规定, 任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响, 各方应利用所有合法的途径取得对遵守该变更或规定的豁免, 尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决, 受影响一方通知其他方后, 各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改, 以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定, 仲裁庭可以就乙方的股份或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后, 任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定, 作为财产保全或执行措施, 经争议一方请求, 具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下, 向争议一方提供临时性救济措施。受限于中国法律的规定, (i) 香港, (ii) 开曼群岛, (iii) 公司的注册成立地(即中国上海); 及 (iv) 最终控股股东或公司主要资产所在地的法院, 对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of the Company (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

第8条 手续费及其他费用
Clause 8 Formality and Other Costs

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第9条 协议的转让

Clause 9 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方，除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方，但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第10条 协议的分割性

Clause 10 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第11条 协议的修改补充

Clause 11 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第12条 通知

Clause 12 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第13条 其它

Clause 13 Miscellaneous

13.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only.

In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

- 13.2 本协议正本一式____份，双方各持 1 份，具有同等的法律效力。
This Agreement shall be executed in ____ counterparts, with each Party having one original with equal legal validity.
- 13.3 本协议自双方签字之日起生效。
This Agreement shall take effect upon the signing by the Parties.

[以下无正文]
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本页无正文，为《股权转让协议》之签署页。

上海雄国企业管理有限公司

签署：_____

姓名： GIBB GREGORY DEAN

职务： 法定代表人

日期： 年 月 日

本页无正文，为《股权转让协议》之签署页。

上海惠康信息技术有限公司

签署：_____

姓名： 钟毅
职务： 法定代表人

日期： 年 月 日

本页无正文，为《股权转让协议》之签署页。

未鯤（上海）科技服务有限公司

签署：_____

姓名： YONG SUK CHO

职务： 法定代表人

日期： 年 月 日

独家资产购买权协议
Exclusive Asset Option Agreement

本独家资产购买权协议（下称“本协议”）由以下各方于 2023 年 2 月 01 日在上海签署：

This **Exclusive Asset Option Agreement** (this “**Agreement**”) is executed by and among the following Parties as of Feb 01, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party A**"). The equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“上海雄国”）。

Shanghai Xiongguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Shanghai Xiongguo**")

上海惠康信息技术有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室（“上海惠康”，与上海雄国合称为“直接股东”或“乙方”）。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Shanghai Huikang**", collectively with Shanghai Xiongguo as the "**Direct Shareholders**" or "**Party B**")

上海陆金所信息科技股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼（“丙方”或“运营实体”）。

Shanghai Lujiazui International Financial Asset Exchange Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party C**" or the "**OPCO**")

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“平安金科”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“上海兰帮”）。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“**新疆同君**”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“**林芝金生**”）。

Linzhi Jinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**Linzhi Jinsheng**").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“**股东**”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, Pinan Jinke, Shanghai Lanbang, Xinjiang Tongjun, Linzhi Jinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为丙方登记在册的合法股东，合计持有丙方 100% 的资产：

The Direct Shareholders are the registered shareholders of Party C, and collectively hold 100% of the assets of Party C.

丙方有意授予甲方一项购买其所持有的全部资产的不可撤销的、专有的选择权；

Party C intends to grant Party A an irrevocable and exclusive right to purchase all the assets then held by Party C;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）；并且 The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

股东同意就甲方行使此等资产购买权（定义见下述）给予一切必要的配合。

The Shareholders agree to render all necessary cooperation to the exercise of the Assets Purchase Option (as defined below) by Party A.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 资产买卖 Sale and Purchase of Assets

1.1 授予权利 Option Granted

1.1.1 丙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权，使甲方在中国法律允许的前提下，有权自行决定步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从丙方购买，或指定一人或多人(各称为“**被指定人**”)从丙方购买其全部或部分资产(“**资产购买权**”)。受限于本协议的条款和条件，在中国法律法规允许的情况下，甲方拥有绝对的自由裁量权来决定其行使资产购买权（“**行权**”）的具体时间、方式和次数。除甲方和被指定人外，任何第三人均不得享有资产购买权或其他与丙方资产有关的权利。本款及本协议所规定的“**人**”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party C hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "**Designee**") to purchase the assets then held by Party C once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "**Assets Purchase Option**"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Assets Purchase Option or other rights with respect to the assets of Party C. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

1.1.2 各股东及运营实体在此同意和确认丙方根据本协议第 1.1.1 条的规定授予甲方该资产购买权并承诺将采取所有必要行动促使丙方履行其在本协议项下的所有义务，包括但不限于，通过任何丙方向甲方或被指定人转让丙方的资产或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and OPCO hereby agree and confirm on Party C's grant of the Assets Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party C to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party C to transfer any Assets of Party C to Party A or a Designee or to perform any other obligations under this Agreement.

1.2 资产购买权行使步骤

Steps for Exercise of Assets Purchase Option

甲方行使其资产购买权以符合中国法律和法规的规定为前提。甲方行使资产购买权时，应向丙方发出书面通知(“**资产购买通知**”)，资产购买通知应载明以下事项：(a)甲方行使资产购买权的决定；(b)甲方拟从丙方购买的资产范围(“**被购买的资产**”)；和(c)被购买的资产的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Assets Purchase Option by issuing a written notice to Party C (the "**Assets Purchase Option Notice**"), specifying: (a) Party A's decision to exercise the Assets Purchase Option; (b) the portion of assets to be purchased from Party C (the "**Optioned Assets**"); and (c) the date for purchasing the Optioned Assets and/or the date for transfer of the Optioned Assets.

1.3 资产买价及其支付

Assets Purchase Price and Its Payment

除甲方行权时中国法律要求评估外，被购买的资产的买价(“**资产买价**”)应是相关资产的账面净值或届时中国法律所允许的最低价格中的较高者。在依据中国法律对资产买价进行必要的税务代扣代缴(如适用)以后，资产买价由甲方在被购买的资产正式转让至甲方名下并且甲方签署相关资产交接单起两个月内，以人民币现汇至丙方指定账户。资产买价应在丙方收到之日起一个月内全额返还给甲方或被指定人。

Unless an appraisal is required by the laws of China applicable to the Assets Purchase Option when exercised by Party A, the purchase price of the Optioned Assets (the "**Assets Purchase Price**") shall be the higher of the net book value of the Optioned Assets and the lowest price permitted under PRC law. After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Assets Purchase Price will be wired by Party A in RMB currency at spot exchange rate to the bank account(s) designated by Party C within two months after the Optioned Assets are officially transferred to Party A and Party A executes the relevant asset receipt note. The Assets Purchase Price shall be returned in full to Party A or its designee(s) within one month upon Party C's receipt of it.

1.4 转让被购买的资产

Transfer of Optioned Assets

甲方每次行使资产购买权时：

For each exercise of the Assets Purchase Option:

- 1.4.1 直接股东应及时召开丙方的股东会会议，在该会议上，应通过决议，批准丙方向甲方和/或被指定人转让被购买的资产。股东应采取所有必要行动促使此等股东决议的通过；

The Direct Shareholders shall promptly convene a shareholder's meeting of Party C, at which a resolution shall be adopted approving Party C's transfer of the Optioned Assets to Party A and/or the Designee(s). The Shareholders shall take all necessary actions to procure such shareholder's resolution to be passed;

- 1.4.2 丙方应与甲方和/或被指定人(取适用者)按照本协议及资产购买通知的规定，就每次转让签署格式和内容如本协议附录所示的资产转让协议；

Party C shall execute an asset transfer agreement (in the form set out in the Appendix hereto) with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Assets Purchase Option Notice regarding the Optioned Assets;

- 1.4.3 股东和丙方应签署所有其他必要合同、协议或文件，取得或协助甲方取得全部必要的政府执照、许可和登记（若适用），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的资产的有效所有权转移给甲方和/或被指定人并促使甲方和/或被指定人成为被购买的资产的登记在册所有人（若适用）。为本款及本协议的目的，“**担保权益**”包括担保、抵押、第三方权利或权益，任何收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议项下产生的任何担保权益。

The Shareholders and Party C shall execute all other necessary contracts, agreements or documents, obtain or assist Party A to obtain all necessary government licenses, permits and registrations (if applicable) and take all necessary actions to transfer valid ownership of the Optioned Assets to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Assets (if applicable). For the purpose of this Section and this Agreement, "**security interests**" shall include securities, mortgages, third party's rights or interests, any acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest arising from this Agreement.

2. **承诺** **Covenants**

- 2.1 有关股东和丙方的承诺
Covenants regarding Shareholders and Party C

股东和丙方在此分别并连带地承诺：

The Shareholders and Party C hereby jointly and severally covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；

Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party

C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

- 2.1.2 按照良好的财务和商业标准及惯例，保持丙方的存续，审慎地及有效地经营丙方业务和处理其事务，并且促使丙方履行其在独家业务合作协议项下的义务；本款及本协议所规定的“**独家业务合作协议**”指甲方及丙方于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向丙方提供相关的业务支持、技术服务和咨询服务；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement; "**Exclusive Business Cooperation Agreement**" in this Section and this Agreement refers to the exclusive business cooperation agreement executed by Party A and Party C on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to Party C;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenue of Party C, or allow the encumbrance thereon of any security interest, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.4 未经甲方的事先书面同意，丙方不发生、继承、保证或允许存在任何债务，但(i)在日常经营活动中而不是通过贷款产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；

Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 2.1.5 一直在日常经营活动中运营丙方的所有资产，以保持丙方的资产价值，不进行可能影响其资产价值的任何作为/不作为；

They shall always operate all of Party C's assets during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's asset value;

- 2.1.6 应甲方的要求，向其提供所有关于丙方的资产状况和价值的资料；

They shall provide Party A with information on the status and value of Party C's assets at Party A's request;

- 2.1.7 未经甲方的事先书面同意，不得促使丙方签署任何重大合同(就本段而言，如果一份合同的价值超过人民币 10 万元，即被视为重大合同)，但在日常经营活动中签署的合同除外；

Without the prior written consent of Party A, they shall not cause Party C to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts in the ordinary course of business;

- 2.1.8 未经甲方的事先书面同意，不得促使丙方向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit or guarantee in any form, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.9 如甲方提出要求，应从甲方接受的保险公司处购买和持有有关丙方资产的保险，该保险的金额和险种应与经营丙方类似业务的公司一致；

If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by Party C;

- 2.1.10 未经甲方的事先书面同意，不得促使或允许丙方与任何人合并或联合，或对任何人进行收购或投资，或促使或允许丙方出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外)；

Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person, and/or cause or permit Party C to sell assets with a value higher than RMB 100,000(other than financial service transactions conducted by the OPCO in its ordinary course of business);

- 2.1.11 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对丙方的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施；

They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue and any circumstances that may adversely affect Party C's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;

- 2.1.12 为保持丙方对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defences against all claims;

- 2.1.13 未经甲方事先书面同意，应确保丙方不得以任何形式派发股息予其股东，

但一经甲方书面要求，丙方应立即将所有可分配利润分配给其股东；
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;

- 2.1.14 应甲方的要求，应委任由其指定的任何人士担任丙方的董事以及/或者罢免在任的丙方的董事；及

At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C or replace any existing director(s) of Party C; and

- 2.1.15 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方行使资产购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfil any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Assets Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfil its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺

Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 股东应促使丙方股东会或董事会表决批准本协议规定的被购买的资产的转让并采取甲方可能要求的任何及所有其他行动。

The Shareholders shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Assets as set forth in this Agreement and to take any and all other actions that may be requested by Party A.

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favour of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides.

- 2.2.3 股东应严格遵守本协议及其与丙方和甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。

The Shareholders shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among the Shareholders, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof.

- 2.2.4 股东应促使直接股东或丙方董事会否决任何在未经甲方事先书面同意的情形下，根据本协议应事先取得甲方事先书面同意的事项的决议。

The Shareholders shall cause the Direct Shareholders or the board of directors of Party C to vote against any resolution intending to proceed with any matter requiring Party A's prior written consent according to this Agreement without such written consent being obtained from Party A.

3. 陈述和保证

Representations and Warranties

股东和丙方特此在本协议签署之日和被购买的资产的每一个转让日向甲方共同及分别陈述和保证如下：

Shareholders and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Assets, that:

- 3.1 其具有授权签署和交付本协议和其为一方的、被购买的资产的任何资产转让协议(各称为“**转让协议**”)，并履行其在本协议和任何转让协议项下的义务。丙方同意在甲方行使资产购买权时，签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务，并对其可强制执行；
They have the authority to execute and deliver this Agreement and any asset transfer agreement with respect to the Optioned Assets to which they are a party (each, a "**Transfer Agreement**"), and to perform their obligations under this Agreement and any Transfer Agreement. Party C agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Assets Purchase Option. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- 3.2 无论是本协议或任何转让协议的签署和交付，还是本协议或任何转让协议项下的义务，均不得：(i)导致对中国的任何适用法律的任何违反；(ii)与丙方章程、规章或其他组织文件相抵触；(iii)导致对其是一方或对其有约束力的任何合同或文书的违反，或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约；(iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反；或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件；

The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the

violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.3 丙方对其所有资产拥有良好和可出售的所有权，并且除本协议外，在上述资产上没有设置任何担保权益；

Party C has a good and merchantable title to all of its assets, and except for this Agreement, Party C has not placed any security interest on the aforementioned assets;

- 3.4 丙方没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；

Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 3.5 丙方遵守适用的中国所有法律和法规；

Party C has complied with all laws and regulations of China;

- 3.6 没有悬而未决的或可能发生的与在丙方的资产或丙方有关的诉讼、仲裁或行政程序；及

There are no pending or threatened litigation, arbitration or administrative proceedings relating to the assets of Party C or Party C; and

- 3.7 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期 Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期

满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任

Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外，如果一方(“**违约方**”)未履行其在本协议项下某项义务或以其他方式对本协议构成违反，则其他方(“**受损害方**”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因违约方行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfil its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务，运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.
- 5.3 除法律明确规定外，股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。
- The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.
- 6.2 如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。
- In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.
- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。
- Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.
- 6.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。
- In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse

effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定各方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国上海）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. 税款和费用 **Taxes and Fees**

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. 通知 **Notices**

8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

8.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

8.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海雄国企业管理有限公司
Company: Shanghai Xionguo Corporation Management Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海陆金所信息科技股份有限公司

Company: Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.
地址: 中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼
Address: Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 8.3 任何一方均可按本条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. **保密责任**
Confidentiality

各方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到其他各方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露, 该一方应对违反本协议承担法律责任。无论本协议以任何理由终止, 本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. **进一步保证**
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件, 以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一

步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. **其他**
Miscellaneous

11.1 **修订、更改与补充**
Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。
If the Stock Exchange of Hong Kong Limited (“SEHK”) or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 **完整合同**
Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分，并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 **标题**
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 **语言**
Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由甲方持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Party A having the others; each counterpart has equal legal validity.

11.5 **可分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 **继任者**
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 **继续有效**
Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。

The provisions of Sections 6, 8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 **转让**
Assignment

未经甲方的事先书面同意,运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意,甲方可以通过向丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务,而无需经过任何股东或运营实体的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party C but without the consent of any Shareholder or the OPCO.

11.9 **弃权**
Waivers

任何一方均可以对本协议的条款和条件作出弃权,但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.



签署:

By: _____

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海雄国企业管理有限公司

Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署:

By: _____

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海陆金所信息科技股份有限公司
Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.

签署:

By: _____

姓名: 陈东起

Name: Chen Dongqi

职务: 法定代表人

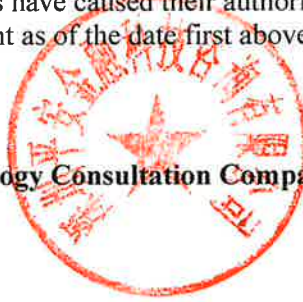
Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company



签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署:

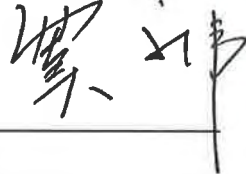
By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership



签署：

By: _____

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

A handwritten signature in black ink, appearing to be '杨学连' (Yang Xuelian), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be '石京魁', is written over a horizontal line. The signature is stylized and fluid.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

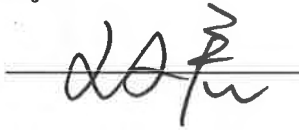
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

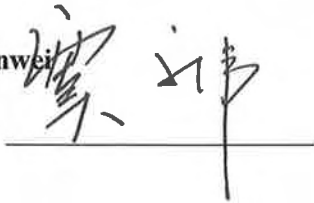
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), is written over a horizontal line. The signature is stylized and cursive.

附录
Appendix
资产转让协议样式
Form of Asset Transfer Agreement

资产转让协议
Asset Transfer Agreement

本协议由下述当事人于【】年【】月【】日签署：
THIS AGREEMENT is made on the day of(DD)(MM), (YY)BETWEEN:

甲方（转让方）：上海陆金所信息科技股份有限公司
Party A (Transferor): Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.

乙方（受让方）：未鲲（上海）科技服务有限公司
Party B (Transferee): Weikun (Shanghai) Technology Service Co., Ltd.

甲方为一家在中国境内合法成立并有效存续的公司，其资产包括但不限于：硬件设备、办公用具及用品、软件著作权、商标、专利、技术诀窍（KNOW-HOW）、域名、人力资源、合同、软件、用户数据库、各类资质、现金及股权和债务利益；

Party A is a company duly organized and existing in the PRC, whose assets include but not limited to hardware equipment, office utilities, software copyright, trademarks, patents, know-how, domains, human resources, contracts, software, client data base, various qualifications, cash and equity or debt interests;

本协议称之“**资产**”，是指甲方于本协议签署时所拥有的中国法律所允许转让的上述全部或部分资产，资产清单见附件；

"**Assets**" hereunder refers to all or part of the aforesaid assets owned by Party A and transferrable under PRC law as of the date hereof, the list of which is attached hereto;

甲方及其登记在册的合法股东深圳平安金融科技咨询有限公司、上海兰帮投资有限责任公司、新疆同君股权投资有限合伙企业、林芝金生投资管理合伙企业（有限合伙）以及乙方已于【】签署独家资产购买权协议，由甲方授予乙方一项购买甲方所持有的全部或部分资产的不可撤销的、专有的选择权（“**购买权协议**”）；

Party A, its duly registered shareholder, Shenzhen Pingan Financial Technology Consultation Company, Shanghai Lanbang Investment Company, Xinjiang Tongjun Equity Investment Limited Partnership, Linzhi Jinsheng Investment Management Limited Partnership And Party B entered into an Exclusive Asset Option Agreement dated 【】, whereby Party A grants to Party B an irrevocable, exclusive option to purchase all or part of the assets owned by Party A ("**Option Agreement**").

甲乙双方经过友好协商，就资产转让事宜，达成协议如下：

Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the Assets upon and subject to the following terms and conditions:

第1条 资产转让

Clause 1 Assets to Be Transferred

- 1.1 在本协议及购买权协议的条款和条件下,甲方同意将其持有的全部资产转让给乙方,乙方同意购买全部资产。
Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer all Assets it holds to Party B, and Party B agrees to purchase all Assets.
- 1.2 资产的转让总价为_____人民币。
The aggregate consideration for the transfer of the Assets shall be RMB_____.
- 1.3 甲方在此放弃、且同意促成放弃,在适用的中国法律、公司章程或其他规定下可能存在的对资产转让的任何限制。
Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of Assets under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 交割及价款支付

Clause 2 Closing and Consideration Payment

- 2.1 甲方应当于本协议签署后_____个工作日内将资产转让给乙方 (“交割期”)。
Party A shall transfer the Assets to Party B within _____business days of the date hereof ("Closing Period").
- 2.2 甲方应使得资产在交割期内完成所有必要的变更登记和政府批准,以使本协议拟定的资产转让生效(若适用)。甲方将尽最大的努力尽快办理并在尽可能短的时间内获得前述登记和批准。
Party A shall, within the Closing Period, complete all necessary registrations and governmental approvals to effect the transfer of Assets contemplated by this Agreement (if applicable). Party A shall use its best endeavours to expedite the process and obtain all such registrations and approvals within the shortest time possible.
- 2.3 甲方应当采取所有必要的措施并与乙方充分合作以保障乙方获得资产的完整的利益,并应当签署所有相关的文件,采取相关的措施(或要求其他相关的第三方签署相关文件及采取相关措施)使得乙方获得所有必要的或适当的权利和权益。
Party A shall take all necessary actions and render full cooperation with Party B to secure Party B's full entitlements to the Assets. Party A shall execute all necessary documents and take all relevant measures (or procure other relevant third party to do so) so that Party B is entitled to all necessary or appropriate rights and interests.
- 2.4 甲乙双方对于拟转让的知识产权的交割作出如下约定:
Party A and Party B agree on the closing of the intellectual property rights to be transferred as follows:
- (a) 对于根据中国法律或其它相关国家法律应具有权属证明的知识产权,甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理,并办理相关的权属变更登记手续。
As regards the intellectual property rights where title certificates are applicable under the laws of the PRC or any other pertinent countries, Party A shall, on the

Closing Date, deliver to Party B for administration all the technical data, existing or stored in any media in whatever form, in connection with the intellectual property rights and deal with the required formalities to alter the title registration.

- (b)对于根据中国法律或其它相关国家法律不具有或无需办理权属证明的知识产权,甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理及实益拥有,甲乙双方应签署知识产权交割证明,该证明应列明甲方所交付的知识产权清单。前述交割完成后,即视为知识产权交割证明所列的所有知识产权的所有权利即属于乙方全部实益拥有。甲方对相关知识产权不再享有任何产权利益或权益。

As regards the intellectual property rights where title certificates are not applicable or not required under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration, and make Party B the legal and beneficiary owner of, all the technical data, existing or stored in any media in whatever form, in connection with the intellectual property rights; and Party A and Party B shall execute an intellectual property closing certificate to reflect the intellectual property rights delivered by Party A. Upon the completion of the aforesaid closing, all the rights to all the intellectual property rights listed in the closing certificate are deemed to be legally and beneficially owned by Party B and Party A shall no longer have any title interests or rights to or in such intellectual property rights.

- (c)有关甲方今后基于上述已转让知识产权开发或取得的知识产权资产,甲方在此承诺将以人民币一元或法律所允许的最低价格转让给乙方。若因法律或政策的原因而无法实现直接转让,甲方在此承诺授予乙方有关该知识产权的永久的、无须支付使用费的世界范围的独家使用权。

Party A hereby undertakes to transfer to Party B all the intellectual property rights hereafter developed or acquired based on the abovementioned transferred intellectual property rights at a transfer price of RMB 1 or the minimum price to the extent permitted by law. Where direct transfer is not viable due to legal or policy restrictions, Party A hereby undertakes to grant Party B a permanent, royalty-free, worldwide, exclusive license to use the intellectual property rights.

- 2.5 就甲方转让在交割前雇佣的,与其转让给乙方的业务相关的全部及/或主要员工,甲方应当与该类员工签署令乙方满意的协议以解除对该类员工的雇佣(“**解除雇佣合同**”),乙方应当与此类员工签署新的雇佣协议。前述解除雇佣的协议与新订立的雇佣协议自交割日(见下文定义)起生效。

With respect to the transfer of employees Party A wholly and /or mainly employed prior to closing in the business to be transferred to Party B, Party A shall enter into employment termination agreements with such employees to the satisfaction of Party B with effect from the Closing Date (as defined below) ("**Employment Termination Contracts**"), and Party B shall enter into employment agreements with such employees to its satisfaction with effect from the Closing Date.

- 2.6 在满足交割与第三方的同意的前提下,甲方应当在交割日向乙方转移及转让在交割日时存在的与其转让给乙方的业务相关的与第三方签署的全部合同(“**转让合同**”),且乙方接受此等转移及转让。甲方应于交割前尽最大努力取得为使前述转让生效所需的全部第三方同意。

Subject to the closing and subject to the applicable third party's consents, on the Closing Date, Party A shall transfer and assign to Party B all contracts with third parties existing at the Closing Date which are attributable to the business ("**Assumed Contracts**") to be transferred to Party B with effect as of the Closing Date which transfer and assignment Party B hereby agrees to accept. Prior to closing, Party A shall use best efforts to obtain the third party's consents required to effect the aforesaid transfer.

- 2.7 甲方应当将资产随同一切相关证明文件一并交付至乙方,乙方应当对甲方交付的资产及一切相关证明文件进行验收和审查,查收无误后,乙方应当在资产的交接单上签字。乙方在交接单上签字即为资产交付至乙方,签字日期即为资产所有权交付至乙方的日期(即“交割日”)。为避免疑问,前述相关证明文件包括但不限于解除雇佣合同及转让合同。

Party A shall deliver to Party B the Assets as well as applicable certificates. Party B shall inspect the Assets and all the certificates and, if the delivery is proper, sign the Asset receipt note. The signing of the Asset receipt note by Party B constitutes the delivery of the Assets to Party B and the date thereof is the date of the transfer of the title to the Assets to Party B ("**Closing Date**"). For the avoidance of doubt, the aforesaid applicable certificates include but not limited to Employment Contracts and Assumed Contracts.

- 2.8 乙方支付的资产价款,应在交割日后两个月内,以人民币现汇至甲方指定账户。Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the Closing Date.

第3条 陈述及保证

Clause 3 Representations and Warranties

3.1 甲方的陈述及保证:

Party A represents and warrants that:

- (a) 甲方是按照中国法律合法注册并有效存续的一家公司。

It is a company duly registered and validly existing under PRC laws.

- (b) 甲方在其公司权力和营业范围之内签署并履行本协议,已经过必要的公司授权,并已取得第三方和政府部门的同意及批准,不违反对其具有约束力或有影响的法律或合同限制。

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c) 本协议一经签署即构成对甲方合法、有效、有约束力、执行力的法律文件。

This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

- (d) 甲方有权力或具有公司之授权作出本协议项下资产之转让,其对资产拥有完整的所有权,且除履行购买权合同外,资产并不存在租赁、留置、抵押、担保或其他负担。并且目前不存在任何可能对乙方根据本协议接受资产并对资

产享有所有权造成失效或不利影响的情况或事件，包括但不限于涉及任何诉讼、仲裁、被行政或司法当局扣押、查封或扣留等。

It has the power or corporate authority to make the Assets transfer hereunder, and fully owns the Assets. Subject to performance of the Option Agreement, the Assets are free from lease, lien, mortgage, guarantee or any other encumbrances. No circumstances or events including but not limited to involvement of any lawsuit, arbitration, or administrative or judicial detention, seizure or custody exist, which may render invalid or have adverse effects on the acceptance of the Assets by Party B hereunder and Party B's enjoyment of the ownership to the Assets.

- (e) 甲方对与资产有关的知识产权拥有全部、充分和完整的权利，该等知识产权上未有任何留置权、抵押权、质押权或其它任何第三方权利的影响和制约。

It has all, full and sufficient rights to the intellectual property rights in connection with the Assets and such intellectual property rights are free from and not subject to any and all liens, mortgage, pledge or any other third party rights.

- (f) 甲方保证本协议的签署不违反法律规定并在其权利能力和行为能力之内，甲方签署本协议不会违反甲方与任何第三方签署的协定、合同、备忘录、意向书等，甲方签署本协议的行为也不会给甲方带来任何不利于甲方的后果。

It does not violate any law by, and is authorized and capable of, signing this Agreement. The execution of this Agreement is not in violation of any agreement, contract, memorandum, letter of intention entered into by it and any third party and will not have any adverse effects on it.

- (g) 在交割日前，资产没有：

Prior to the Closing Date, the Assets are free from:

- a) 发生任何重大不利变化；或
any and all material adverse changes; or
- b) 发生任何重大实际或或然债务、义务或责任。
any material actual or contingent debts, obligations or liabilities.

- (h) 从签署日起，非经乙方许可，甲方不直接或间接从事或者协助、鼓动他人从事与乙方进行直接或间接竞争的行为，不得向与乙方构成竞争的企业、公司、机构和/或个人提供顾问、咨询等，也不得直接或间接参与其经营、管理和/或技术活动，不得持有或者买卖与乙方构成竞争的企业、公司、机构和/或个人的任何形式的权益，并保守乙方和本次资产转让交易过程中的商业秘密。

Party A warrants that from the date hereof, without Party B's permission, it shall not, directly or indirectly, engage in, assist or encourage any other person to compete, directly or indirectly, with Party B; advise on, provide consulting services to, or directly or indirectly engage in the operation, management and/or technical activities of any business, company, institution and/or individual in competition with Party B; hold or purchase and sell interests, in any manner, of any business, company, institution and/or individual in competition with Party B; and keep confidential the trade secrets of Party B or in the Assets transfer.

3.2 乙方的陈述和保证如下：

Party B represents and warrants that:

(a) 乙方为按照中国法律合法注册并有效存续的一家公司；

It is a company duly registered and validly existing under PRC laws;

(b) 乙方应在其公司权力和营业范围之内履行本协议；已经过必要的公司授权，并已取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

(c) 本协议一经签署即应构成对乙方合法、有效、有约束力、执行力的法律文件。

This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b) 适用法律或任何证券交易所的规则或规定要求披露之资料；或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 管辖法律和争议的解决
Clause 6 Governing Law and Disputes Resolution

- 6.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变；应适用以下约定：

(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，尽最大努力使得本协议继续按照原有条款执行。各方应利用所有合法的途径取得对遵守该变更或规定的豁免。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party

would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就乙方的股份或土地资产裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 甲方的注册成立地(即中国上海)；及(iv) 最终控股股东或甲方主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party A(i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party A's principal assets are located shall have jurisdiction for the aforesaid purpose.

第7条 手续费及其他费用
Clause 7 Formality and Other Costs

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第8条 协议的转让
Clause 8 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方，除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方，但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第9条 协议的分割性
Clause 9 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第10条 协议的修改补充
Clause 10 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第11条 通知
Clause 11 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第12条 其它
Clause 12 Miscellaneous

12.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

12.2 本协议一式____份，双方各持1份，具有同等的法律效力。

This Agreement shall be executed in ____ counterparts, with each Party having one original with equal legal validity.

12.3 本协议自双方签字之日起生效。

This Agreement shall take effect upon the signing by the Parties.

附件资产清单
Attachment List of Assets

股权表决权委托协议
Voting Proxy Agreement

本股权表决权委托协议(下称“本协议”)于 2023 年 2 月 11 日由下列各方在上海签署:
This Voting Proxy Agreement (this "Agreement") is executed by and among the following Parties as of Feb 11, 2023 in Shanghai:

上海雄国企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室 (“**委托人甲**”)。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Principal A**").

上海惠康信息技术有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室 (“**委托人乙**”, 与委托人甲合称为“**委托人**”)。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Shanghai Huikang**", collectively with Shanghai Xionguo as the "**Direct Shareholders**" (the "**Principal B**", together with Principal A as "**Principals**")

未鲲(上海)科技服务有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 15 楼 (“**上海未鲲**”)。上海未鲲的股权由陆金所控股有限公司 (“**最终控股股东**”), 一家在开曼群岛获豁免的有限责任公司, 最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Shanghai Weikun**"). The equity interests of Shanghai Weikun is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海陆金所信息科技股份有限公司, 一家依照中国法律设立和存续的股份有限公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 13 楼 (“**丙方**”或“**运营实体**”)。

Shanghai LuJiazui International Financial Asset Exchange Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party C**" or the "**OPCO**")

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼 (“**平安金科**”)。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路 2277 号 1002N (“**上海兰帮**”)。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang("Xinjiang Tongjun").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("LinzhiJinsheng").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“个人股东”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“股东”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, PinanJinke, Shanghai Lanbang, Xinjiang Tongjun, LinzhiJinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

1. 委托人是运营实体登记在册的合法股东，合计享有运营实体 100%的股权（“股权”）；
The Principals are the registered shareholders of the OPCO and collectively holds 100 % of the equity interests in the OPCO (the "**Shares**");
2. 运营实体与上海未鲲于 2023 年【2】月【1】日签署了独家业务合作协议（“服务协议”）；
The OPCO and Shanghai Weikun entered into the Exclusive Business Cooperation Agreement on 【2023/02/01】 (the "**Service Agreement**");
3. 股东签署本协议，同意及确认委托人授权（i）上海未鲲；（ii）由上海未鲲授权的董事及其继任人；及（iii）任何取代上海未鲲董事的清算人（前述(i)，(ii)和(iii)所述的实体和人士，以下合称“受托人”）代表委托人行使作为运营实体股东的所有权利。

The Shareholders entered into this Agreement to agree and confirm that the Principals shall grant (i) Shanghai Weikun; (ii) the directors authorised by Shanghai Weikun and their successors; and (iii) any liquidator replacing the directors of Shanghai Weikun (the entities and individuals referred to under aforesaid (i), (ii) and (iii), collectively, the "**Proxy**") the power to exercise all rights of the OPCO's shareholders on behalf of the Principals; and

4. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）。

The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. **股东投票权及其它股东权利**

Voting Rights and Other Shareholder Rights

- 1.1 根据本协议的条件及条款，委托人将授权受托人代表其行使作为运营实体的股东依据中国法律和运营实体的章程所享有的所有权利，包括但不限于以下各项：

According to the conditions and terms hereunder, the Principals shall authorize the Proxy to exercise on behalf of the Principals all of its rights as a shareholder of the OPCO in accordance with the laws of China and the OPCO's articles of association, including but not limited to the following:

- (1) 提议、召集、参加运营实体的股东会会议；
propose, convene and attend the shareholders' meetings of OPCO;
- (2) 行使股东表决权，包括但不限于出售、转让、质押或处置股权的一部分或全部及参加运营实体分红或任何其他形式的分配；
Exercise shareholders' voting rights, including but not limited to any sale, transfer, pledge or disposal of the Shares in part or in whole, and participate in dividend distributions or any other type of distributions of the OPCO;
- (3) 指定和任命运营实体的法定代表人（董事长）、董事、监事、首席执行官（或经理）以及其他高级管理人员；
designate and appoint the legal representative (chairperson), the director, supervisor, the chief executive officer (or general manager) and other senior management members of the OPCO;
- (4) 签署会议记录及向相关公司注册机关提交文件；及
sign minutes and file documents with the relevant companies registry; and
- (5) 在运营实体破产时，代表委托人行使表决权。
exercise voting rights on the winding up of the OPCO on behalf of the Principals.

- 1.2 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，个人股东及委托人承诺及同意如下：

For Proxy's effective implementation and exercise of each power and right granted under Article 1.1 above, the Individual Shareholders and the Principals hereby undertake and agree as follows:

- 1.2.1 若任何法律、法规或任何政府机关要求委托人就某一项具体的受托事项出具或签署特别的授权委托书、政府审批申请文件或类似文件或要求办理相关手续（如授权委托书的公证等），则其应立即按照该等要求出具和/或配合签署相关文件；及

If any law, regulation, or government body requires Principals to issue or execute special power of attorney, governmental application documents, or similar documents or requires Principals to carry out related procedures (such as notarization of power of attorney) with respect to a specific matter under entrustment, the Principals shall immediately issue and/or cooperate to execute related documents per such requirements; and

- 1.2.2 委托人应及时采取所有必要的行动促使和确保受托人在运营实体的董事会或股东会所作出的所有决议得到执行。委托人不得以其运营实体股东身份，拖延或拒绝任何前述决议在运营实体层面通过和/或得到执行。

The Principals shall promptly take all necessary actions to procure and ensure the due implementation of all the resolutions made by the Proxy in a board of directors' meeting or shareholders' meeting of the OPCO. The Principals shall not, in the capacity of the OPCO's shareholder, delay or refuse the passing and/or implementation of any said resolution of the OPCO.

- 1.3 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，运营实体承诺及同意如下：

For the effective exercise of the powers and rights granted to the Proxy under Article 1.1, the OPCO hereby undertakes and agrees as follows:

- 1.3.1. 在不违反相关法律、法规的前提下，执行受托人在运营实体的董事会或股东会所作出的所有决议，包括但不限于立即按照受托人的要求出具相关文件和/或配合签署相关文件；

Subject to applicable laws and regulations, the OPCO shall implement all the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO, including but not limited to the immediate provision and/ or the execution of relevant documents as required by the Proxy;

- 1.3.2. 运营实体应配合受托人了解其运营详情。运营实体应当向受托人提供任何公司账簿、账目、记录和其他文件。受托人有权摘录或复印此等账簿、账目、记录和其他文件；及

The OPCO shall assist the Proxy with understanding the details of its operation. The OPCO shall provide the Proxy with any corporate books, accounts, records and other documents. The Proxy is entitled to make extracts or photocopies of such books, accounts, records and other documents; and

- 1.3.1 提供一切必要的其他协助，包括但不限于在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已作出的运营实体的股东会决议或其他相关的法律文件。

The OPCO shall provide all other necessary assistance, including but not limited to promptly signing the shareholders' resolution of the OPCO made by Proxy and other relevant legal documents when necessary (such as to meet the government authorities' request on documents required for approval, registration and filing).

- 1.4 在不限制本协议项下授予的权力和权利的一般性的原则下，受托人应拥有本协议项下的权力和授权代表委托人签署独家股权购买权协议及独家资产购买权协议中约定的转让协议（委托人被要求作为该协议一方时），并行使和履行委托人作为协议一方的股权质押协议、独家股权购买权协议和独家资产购买权协议的权利和义务。为前述目的，“股权质押协议”、“独家股权购买权协议”和“独家资产购买权协议”指由委托人、运营实体、受托人和其他方（若适用）于本协议同签署的相关协议。

Without limiting the generality of the powers and rights granted hereunder, the Proxy shall have the power and authority under this Agreement to execute the Transfer Agreements stipulated in the Exclusive Equity Interest Option Agreement and Exclusive Assets Option Agreement, to which the Principals are required to be a party thereof, on behalf of the Principals, and to exercise and perform the rights and obligations under the Share Pledge Agreement, Exclusive Equity Interest Option Agreement and Exclusive Asset Option Agreement, to which the Principals are the party. For purpose of the aforesaid, the "Share Pledge Agreement", "Exclusive Equity Interest Option Agreement" and "Exclusive Asset Option Agreement" shall respectively refer to the relevant agreement entered into among the Principals, OPCO, the Proxy, and other parties (if applicable) on the date hereof.

- 1.5 受托人行使股权权利的所有行为均应视为委托人的行为，签署的所有相关文件均应视为由委托人签署。受托人在作出上述行为时均可按照其自己的意思行事，无须事前征求委托人或任何股东的同意。股东和委托人特此承认和批准受托人的该等行为和/或文件，认可并承担前述行为或文件所产生的法律后果。

The exercise of the rights attached to the Shares by the Proxy shall be deemed as the actions of the Principals, and all the documents related thereto executed by the Proxy shall be deemed to be executed by the Principals. When acting in respect of any and all of the aforementioned matters, the Proxy may act at its own discretion and does not need to seek the prior consent of the Principals or any Shareholder. The Shareholders and the Principals hereby acknowledge and ratify those actions and/or documents by the Proxy and acknowledge and accept the legal consequences arising therefrom.

- 1.6 个人股东和委托人同意和认可，在任何情况下，受托人不应就其行使本协议项下委托权利而被要求对其他方或任何第三方承担任何责任或作出任何经济上的或其他方面的补偿。个人股东和委托人同意补偿受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受任何损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。但如系由于受托人严重疏忽或故意的不当行为而引起的损失，则该等损失不在补偿之列。

The Individual Shareholders and the Principals agree and acknowledge that under no circumstances shall the Proxy be required to be held liable to or make economic or other compensations for any other or third parties as a result of its exercise of the rights granted hereunder. The Individual Shareholders and the Principals agree to indemnify the Proxy and hold it harmless from any and all losses that are or may be incurred by the Proxy as a result of the exercise by it of the rights granted hereunder, including but not limited to the losses arising from any actions, recourses, arbitrations, claims or government investigations or punishments filed against it by any third parties, unless such losses are incurred as a result of the Proxy's gross negligence or willful misconduct.

- 1.7 在本协议期限内，未经受托人事先书面同意，委托人不得提前终止或撤销本协议，亦不得采取任何与受托人行使上述第 1.1 条项下授予受托人的各项权力及权利所相悖或不一致的作为或不作为。
Within the term of this Agreement, without the prior written consent of the Proxy, the Principals shall neither terminate this Agreement early or rescind this Agreement nor take any actions or inactions against or inconsistent with the exercise by the Proxy of the powers and rights granted to it under Article 1.1.
- 1.8 在本协议期限内，委托人不得采取或促使运营实体采取任何与受托人在运营实体的董事会或股东大会作出的决议相悖或不一致的行为。
Within the term of this Agreement, the Principals shall not procure the OPCO to, or take any action against or inconsistent with the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO.
- 1.9 委托人不得采取任何行动质疑、挑战、辩驳或反对独家业务合作协议及本协议的效力和执行力以及根据独家业务合作协议或本协议所进行的交易的效力和执行力。
The Principals shall not take any action to dispute, challenge, contest or work against the validity and enforceability of the Exclusive Business Cooperation Agreement and this Agreement and of the transactions contemplated under the Exclusive Business Cooperation Agreement and this Agreement.
- 1.10 若运营实体的运作或决定必须获得委托人作为股东的表决批准时，未经受托人的董事会事先书面同意，委托人不得作出任何表决批准。
If any operation or decision of the OPCO is subject to the approval by the Principals in the capacity of shareholder, without the prior written consent of the Proxy, the Principals shall not vote to approve such operation or decision.
- 1.11 未经受托人事先书面同意，委托人不得达成任何对运营实体有约束力的合同或协议、增加运营实体所承担的义务、或者从事任何违反协议的行为。
Without the prior written consent of the Proxy, the Principals shall not enter into any contract or agreement binding upon the OPCO or take any action increasing the obligation of the OPCO or in breach of this Agreement.
- 1.12 在本协议有效期期间，委托人特此放弃已在本协议委托给受托人的与股权有关的所有权力和权利，并且不得自行行使该等权力和权利。
During the term of this Agreement, the Principals hereby waives all the powers and rights associated with the Shares, which have been granted to the Proxy hereunder, and shall not exercise such powers and rights on its own.

- 1.13 在任何个人股东发生死亡、丧失行为能力或可能发生其他可能影响持有或行使其间接持有的委托人及运营实体的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由上海未鲲指定的自然人或法人（“**指定受让人**”）将被视为本协议的签署一方，承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Shanghai Weikun pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity indirect interests in the Principal and the OPCO, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

- 1.14 在委托人或其继承人是运营实体注册股东的前提下，本协议自签署之日起不可撤销并持续地有效，除非受托人作出相反的书面指示。

So long as a Principals or its successor(s) is/are an equity holder of, or has control over, the OPCO, this Agreement shall be irrevocably and continuously valid and effective from the date of its execution, unless the Proxy otherwise advises in writing.

2. 陈述及保证

Representations and Warranties

股东和运营实体各自向受托人作出以下陈述与保证：

The Shareholders and the OPCO each represents and warrants to the Proxy that

- (a) 其具有订立本协议并履行本协议项下义务及责任所需的全部权力和能力；
it has all the powers and capacities to enter into this Agreement and perform all the obligations and duties hereunder;
- (b) 其在本协议中承担的义务及责任为合法的、有效的、具有约束力的，并可按其条款强制执行；
its performance of the obligations and duties hereunder is legal, valid, binding and enforceable pursuant to the terms thereof;
- (c) 进行和从事所有需要采取、满足或实施的行动以及所有条件和事项（包括取得任何所需的同意、批准和授权，如法律有此要求），以：
carry out and satisfy all actions, conditions and events that shall be carried out, satisfied or implemented (including obtaining all necessary consents, approvals and authorisations, if required by law) so that

- (i) 使其合法订立本协议，行使其在本协议下的权利，履行和遵守本协议下其承担的义务及责任；
it may legally enter into this Agreement, exercise its rights hereunder, and perform and comply with its obligations and duties hereunder;
 - (ii) 确保本协议下由其承担的义务及责任是合法、有效和具有约束力的；及
it can ensure its obligations and duties hereunder are legal, valid and binding; and
 - (iii) 使本协议在所适用的法律项下均成为可以接受的证据。
this Agreement becomes admissible evidence under the applicable laws.
- (d) 其订立本协议、行使其在本协议下的权利、履行并遵守本协议下由其承担的义务及责任并无违反或抵触下列各项或超出下列各项授予或加诸的任何权力或限制：
its entering into of this Agreement, exercise of the rights hereunder, and performance and compliance of the obligations and duties hereunder neither breach or contravene any of the following or exceed any powers or restrictions granted or imposed by any of the following:
- (i) 其应遵守的任何法律、条例、法规或规定、任何判决、命令或裁决、或任何同意、批准或授权；或
any laws, ordinances, regulations, or rules, any judgments, orders or arbitrations, or any consents, approvals or authorisations that it shall comply with; or
 - (ii) 其章程或任何其它适用文件或组织性文件的任何条款；或
its articles of association or any provision of any other applicable document or constitutional document; or
 - (iii) 其为一方或其任何资产受其约束的任何协议或文件的条款。
any provision in any agreement or document to which it is a party or by which any of its assets is bound.
- (e) 已取得就订立及履行本协议以及使本协议合法有效而需的任何政府或其它机构（如法律有此要求）或其任何受托人的所有批准及授权，并完全有效。
it has obtained all the approvals and authorisations from any government or other organisations (if so required by law) or any of its proxies that are necessary for the entering into and execution and the validity of this Agreement, and all the approvals and authorisations are fully effective.

3. 可分割性 Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规

定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

4. **授权期限**
Term of Authorization

本协议项下授予受托人的权力及权利的期限与受托人和运营实体签署的独家业务合作协议的期限相等。

The term of authorization of the powers and rights to the Proxy hereunder shall be the same as that of the Exclusive Business Cooperation Agreement executed between the Proxy and the OPCO.

5. **通知**
Notices

5.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(i) 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

(ii) 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

5.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 上海雄国企业管理有限公司

Company: Shanghai Xiongguo Corporation Management Co., Ltd.

地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海惠康信息技术有限公司
Company: **Shanghai Huikang Information Technology Co., Ltd.**
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海陆金所信息科技股份有限公司
Company: **Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.**
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼
Address: Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 未鲲（上海）科技服务有限公司
Company: **Weikun (Shanghai) Technology Service Co., Ltd.**
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 深圳平安金融科技咨询有限公司
Company: **Shenzhen Pingan Financial Technology Consultation Company**
地址： 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人： 法定代表人
Attn: Legal Representative

公司： 上海兰帮投资有限责任公司
Company: **Shanghai Lanbang Investment Company**
地址： 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Lonyang Road, Pudong New District, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 新疆同君股权投资有限合伙企业

Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: Linzhi Jinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

5.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

6. 保密责任 Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b) 适用法律或任何证券交易所的规则或规定要求披露之资料；或(c) 由任何一方就本协议项下所规定的交易需向其法

律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

7. 管辖法律、争议解决和法律变更

Governing Law, Resolution of Disputes and Change in Laws

- 7.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 7.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定，仲裁庭可以就委托人的股权权益或物业权益裁定赔偿、裁定强制救济（就包括但不限于为进行业务或强制转让资产需要）或裁定委托人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 运营实体的注册成立地（即中国上海）；及 (iv) 最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Principals, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Principals. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards

come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

8. **转让**

Assignment

- 8.1 未经受托人的事先书面同意，股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Proxy's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

- 8.2 上海未鲲有权自行决定向其董事、管理人员或其他职员转授权或转让其被委托人授权的权利而不必事先通知委托人或得到委托人的同意。

Shanghai Weikun is entitled to re-authorize or assign rights to its directors, managers or other employees authorized by the Principals at their own discretion and without giving prior notice to the Principals or obtaining the Principals' consent.

9. **修订、更改与补充**

Amendment, Change and Supplement

- 9.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

- 9.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

10. **继续有效**

Survival

- 10.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 10.2 第5、7条和本第10条的规定在本协议终止后应继续有效。

The provisions of Sections 5, 7 and this Section 10 shall survive the termination of this Agreement.

11. **其他**

Miscellaneous

- 11.1 本协议以中文书就, 英文翻译仅供参考。中文版本和英文版本如有不一致, 应以中文版本为准。本协议正本一式十五(15)份, 各方各持一(1)份, 其余由上海未鲲持有, 每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Shanghai Weikun having the others; each counterpart has equal legal validity.

- 11.2 本协议对各方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of all Parties.

- 11.3 除了在本协议签署后所作出的书面修订、补充或更改以外, 本协议应构成本协议各方就本协议标的物所达成的完整协议, 并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海雄国企业管理有限公司

Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鑒于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

未鯤（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署：

By: _____

姓名： YONG SUK CHO

Name: YONG SUK CHO

职务： 法定代表人

Title: Legal Representative

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海陆金所信息科技股份有限公司

Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.

签署:

By:

姓名: 陈东起

Name: Chen Dongqi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

SIGNATURE PAGE TO VOTING PROXY AGREEMENT

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署：

By:

姓名： 窦文伟

Name: Dou Wenwei

职务： 执行事务合伙人

Title: Managing Partner

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership



签署：

By:

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

A handwritten signature in black ink, appearing to be '杨学连' (Yang Xuelian), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

石京魁
Shi Jingkui

签署：

By:

A handwritten signature in black ink, appearing to be '石京魁', written over a horizontal line.

有鑒于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', is written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

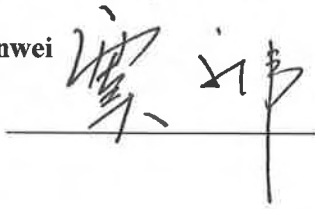
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署:

By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

股权质押协议
Share Pledge Agreement

本股权质押协议（下称“本协议”）由下列各方于 2023 年 2 月 1 日在上海签署：
This **Share Pledge Agreement** (this "**Agreement**") has been executed by and among the following Parties on Feb 01, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“**质权人**”）。质权人的股权由陆金所控股有限公司（“**最终控股股东**”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Pledgee**"). The equity interests of **Weikun (Shanghai) Technology Service Co., Ltd** is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“**出质人甲**”）。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Pledgor A**").

上海惠康信息技术有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室（“**出质人乙**”，与出质人甲合称为“**出质人**”）。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Pledgor B**", together with Pledgor A as "**Pledgors**")

上海陆金所信息科技股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼（“**丙方**”或“**运营实体**”）。

Shanghai Lujiazui International Financial Asset Exchange Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party C**" or the "**OPCO**")

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“**平安金科**”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“**上海兰帮**”）。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong

New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“**新疆同君**”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“**林芝金生**”）。

Linzhi Jinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**Linzhi Jinsheng**").

杨学连，一名中国公民，身份证号为 410711196008101035。。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035. .

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“**股东**”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, Pinan Jinke, Shanghai Lanbang, Xinjiang Tongjun, Linzhi Jinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas,

1. 出质人为依照中国法律成立并有效存续的有限责任公司，合计拥有公司 100% 的股权。公司是一家在中国上海注册并有效存续的股份有限公司。公司承认出质人和质权人在本协议项下各自的权利和义务并同意提供任何必要的协助登记该质权；

Pledgors are limited liability companies organized and validly existing under the laws of PRC, and collectively hold 100% of the equity interest in the Company. The Company is a company limited by shares registered and validly existing in Shanghai, China. The Company acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge;

2. 质权人是一家在上海设立注册并有效存续的有限责任公司。
Pledgee is a limited liability enterprise registered and validly existing in Shanghai, China.
3. 出质人已签署或将签署下列协议：
Pledgors have executed or will execute the following agreements:
- a) 于 2023/02/01 签署的独家股权购买权协议；
the Exclusive Equity Interest Option Agreement executed on 2023/02/01;
 - b) 于 2023/02/01 签署的独家资产购买权协议；
the Exclusive Asset Option Agreement executed on 2023/02/01;
 - c) 于 2023/02/01 签署的股权表决权委托协议；
the Voting Proxy Agreement executed on 2023/02/01;
 - d) 借款合同及反担保合同等（如涉及）。
Loan agreements and Counter-Guarantee Agreements (if applicable).
4. 公司已签署下列协议：
Company has executed the following agreements:
- a) 于 2023/02/01 签署的独家业务合作协议；
the Exclusive Business Cooperation Agreement executed on 2023/02/01;
 - b) 于 2023/02/01 签署的独家股权购买权协议；
the Exclusive Equity Interest Option Agreement executed on 2023/02/01;
 - c) 于 2023/02/01 签署的独家资产购买权协议；及
the Exclusive Asset Option Agreement executed on 2023/02/01; and
 - d) 于 2023/02/01 签署的股权表决权委托协议。
the Voting Proxy Agreement executed on 2023/02/01;
5. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）；并且
The Individual Shareholders each executed an individual shareholder's undertaking (the "Individual Shareholder Undertaking") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and
6. 个人股东及出质人同意以出质人在公司中拥有的所有股权作为质押担保，以保证：
The individual Shareholders and Pledgor hereby agree to pledge all of the equity interest the Pledgor holds in the Company as security:
- (1) 出质人履行其于上述第 3 条项下的任何及全部义务；
for the fulfillment of any and all obligations of Pledgor under paragraph 3 above;
 - (2) 公司履行其于上述第 4 条项下的任何及全部义务；及
for the fulfillment of any and all obligations of Company under paragraph 4 above; and
 - (3) 个人股东履行其于上述第 5 条项下《个人股东承诺函》内的任何及全部义务。

for the fulfillment of any and all obligations of Individual Shareholders under paragraph 5 above.

股东（包括出质人）以及公司各称和合称为“**义务人**”并且其在本条所述项下的所有义务，以及质权人因出质人和/或公司的任何违约事件(如下文定义)而遭受的全部直接、间接、衍生损失和可预计利益的丧失（该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测；及质权人为强制出质人和/或公司执行其合同义务而发生的所有费用）合称为“**担保债务**”。上述第 3 条和第 4 条各协议各称和合称为“**合作系列协议**”。

Shareholders (including the Pledgor) and the Company are individually referred to as an "**Obligor**" and together the "**Obligors**", and their obligations mentioned under this Section are collectively referred to as the "**Secured Obligations**", including all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default. (The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of the Pledgee, all expenses occurred in connection with enforcement by the Pledgee of the Pledgor's and/or Company's Contract Obligations and etc. The agreements mentioned under Section 3 and Section 4 above are individually referred to as a "**Cooperation Agreement**" and together the "**Cooperation Agreements**".

1. 定义 Definitions

除非本协议另有规定，下列词语应具有如下含义：

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 “**质权**”应指出质人根据本协议第 2 条授予质权人的担保权益，即质权人以股权的转换、拍卖或出售价款优先受偿的权利。
"**Pledge**" shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be compensated on a preferential basis with the conversion, auction or sales price of the Equity Interest.
- 1.2 “**股权**”应指出质人在公司中合法现在持有和今后取得的所有股权。
"**Equity Interest**" shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgors in the Company.
- 1.3 “**质押期限**”应指本协议第 3 条规定的期限。
"**Term of Pledge**" shall refer to the term set forth in Section 3 of this Agreement.
- 1.4 “**借款合同**”应指(1)任何银行根据质权人或其指定方的指示、担保或其他安排，与出质人签署的；或(2)质权人或其指定方与出质人签署的任何借款合同、委托贷款合同或其他资金安排。
"**Loan Agreements**" shall refer to any borrowing agreements, entrustment loan agreements or other fund arrangements (1) between any bank and Pledgor pursuant to instructions, guarantees or other arrangements provided by Pledgee or its designee(s); or (2) between Pledgee or its designee(s) and Pledgor.
- 1.5 “**反担保合同**”应指质权人或其指定方与出质人签署的反担保合同，由出质人向质权人或其指定方提供反担保，以使得质权人或其指定方在将来承担担保合同下担

保责任后，可对出质人实现追偿。为前述目的，“担保合同”应指质权人或其指定方为担保出质人履行出质人与银行的贷款合同或其他资金安排，而与银行签署的任何担保合同或其他类似安排。

"Counter-Guarantee Agreements" shall refer to any counter-guarantee agreement entered into by Pledgee or its designee(s) with Pledgor under which Pledgor provides counter-guarantee to Pledgee or its designee(s). Under a Counter-Guarantee Agreement, Pledgee or its designee(s) can enforce the counter-guarantee to recover its losses after it assumes security responsibility under a Guarantee Agreement. For such purpose, the "Guarantee Agreements" shall refer to any guarantee agreement or similar arrangement entered into by Pledgee or its designee(s) with any bank under which Pledgee or its designee(s) provides guarantee to the bank to guarantee due performance of Pledgor of its obligations under any loan agreements or other funding arrangements entered into by Pledgor with the banks.

- 1.6 “违约事件”应指本协议第 7 条列明的任何情况。
"Event of Default" shall refer to any of the circumstances set forth in Article 7 of this Agreement.
- 1.7 “违约通知”应指质权人根据本协议发出的宣布违约事件的通知。
"Notice of Default" shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.
- 1.8 “中国”应指中华人民共和国，在本协议中不包括香港、澳门和台湾地区。
"PRC" shall refer to the People's Republic of China, which excludes for the purposes of this Agreement the Special Administrative Regions of Hong Kong and Macau and the Taiwan area.
- 1.9 “合作系列协议”定义见本协议鉴于部分。
"Cooperation Agreements" shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.10 “义务人”定义见本协议鉴于部分。
"Obligor" shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.11 “担保债务”定义见本协议鉴于部分。
"Secured Obligations" shall have the meaning as ascribed to it under Whereas Section of this Agreement.

2. 质权 The Pledge

- 2.1 作为对全部义务人即时和完整履行合作系列协议项下任何和所有担保债务的抵押担保品，出质人特此将其所持有的公司 100% 股权（包括出质人现在拥有的公司的 100% 股权和与之相关的所有股权权益）以第一优先质押的方式质押给质权人。

As collateral security for the prompt and complete performance of any and all Secured Obligations of Obligors under the Cooperation Agreements, Pledgors hereby pledge to Pledgee a first security interest in the 100% equity interest of the Company currently owned by Pledgors and all relevant equity interest thereto.

- 2.2 各方理解并同意，因担保债务而产生或与其相关的货币估值直至决算日（定义见下文）均为变化和浮动的估值。

The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below).

- 2.3 如发生下列任何事件（“**决算事由**”），担保债务之价值应依据决算事由发生之前的最近日期或发生当日对质权人到期未偿付的应付担保债务总额确定（“**已确定之债务**”）：

Upon the occurrence of any of the events below (each an "**Event of Settlement**"), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to Pledgee on or immediately prior to the date of such occurrence (the "**Fixed Obligations**"):

- (a) 任一合作系列协议到期或根据其项下相关约定而终止；

Any Cooperation Agreement expires or is terminated pursuant to the stipulations thereunder;

- (b) 本协议第7条规定的违约事件发生且未解决，致使质权人根据第7.3条向出质人送达违约通知；

the occurrence of an Event of Default pursuant to Section 7 that is not resolved, which results in Pledgee serving a Notice of Default to Pledgors pursuant to Section 7.3;

- (c) 质权人通过适当的调查，合理认为出质人和/或公司已丧失偿付能力或可能会被置于无偿付能力状态；或

Pledgee reasonably determines (having made due enquiries) that Pledgors and/or the Company are insolvent or could potentially be made insolvent; or

- (d) 根据中国相关法律规定要求确定担保债务的任何其他事件。

any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

- 2.4 为免疑义，决算事由发生的日期应为决算日（“**决算日**”）。质权人有权于决算日当日或之后，根据其选择按照第8条实现质权。

For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the "**Settlement Date**"). On or after the Settlement Date, Pledgee shall be entitled, at the election of Pledgee, to enforce the Pledge in accordance with Section 8.

- 2.5 在质押期限内，质权人有权收取因股权而产生的任何股息或其他可分配利益。在质权人事先书面同意的情况下，出质人方可就股权而分得股利或分红。出质人因股权而分得的股利或分红在扣除出质人根据中国适用法律应当缴纳或代扣代缴的税费后应根据质权人的要求 (a) 存入质权人的指定账户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者 (b) 在不违反中国法律的前提下，将此等红利、股利无条件地转让给质权人或质权人指定的人。

Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of Pledge. The Pledgors may receive dividends

distributed on the Equity Interest only with prior written consent of the Pledgee. Dividends received by the Pledgors on Equity Interest after the deduction of tax paid or withheld by the Pledgors required by applicable PRC laws shall be, as required by the Pledgee, (a) deposited into an account designated and supervised by the Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (b) unconditionally transfer to the Pledgee or any other person designated by the Pledgee to the extent permitted under the applicable PRC laws.

3. **质押期限**
Term of Pledge

- 3.1 质权应自其在公司所在地的工商行政管理部门（“**登记机关**”）登记成立之日起生效，该质权的期限（“**质押期限**”）直至最后一笔被该质权所担保义务被偿付或者履行完毕时终止。各方同意，在本协议签署后，出质人和质权人应立即（在任何情况下均不得迟于本协议签署日后第 20 天，除各方另有约定外）依据《工商行政管理机关股权出质登记办法》向登记机关提出股权出质设立登记申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起十五（15）日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。公司承认出质人和质权人在本协议项下各自的权利和义务，并同意提供任何必要的协助登记该质权。

The Pledge shall become effective as of the date when the pledge of the Equity Interest is registered with the local administration of industry and commerce where the Company locates (the "**Registration Authority**"). The Term of the Pledge (the "**Term of Pledge**") shall end when the last obligation secured by the Pledge is paid or fully fulfilled. The Parties agree that, promptly after the execution of this Agreement (but in no event later than 20 days from the execution date of this Agreement unless otherwise agreed by the Parties), Pledgors and Pledgee shall submit their application for pledge registration to the Registration Authority in accordance with *the Measures on Share Pledge Registration with the Administration of Industry and Commerce*. The Parties also agree that within fifteen (15) days after the Registration Authority officially accepts equity pledge application, Pledgors and the Company shall complete the pledge registration procedure, obtain the pledge registration notice and completely and accurately register the Pledge of Equity Interest on the Pledge Registration Book of the Registration Authority. The Company acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge.

- 3.2 在质押期限内，如任何义务人未履行其合作系列协议项下的任何担保债务，质权人应有权但无义务按本协议的规定处置该质权。

During the Term of Pledge, in the event any Obligor fails to perform any of its Secured Obligations under the Cooperation Agreements, Pledgee shall have the right, but not the obligation, to dispose of the Pledge in accordance with the provisions of this Agreement.

4. **受质权规限的股权记录的保管**
Custody of Records for Equity Interest subject to Pledge

- 4.1 在质押期限内，出质人应在质权登记成立之日起一周内将股权出质证明书及记载质权的股东名册以及质权人合理要求的其他文件（包括但不限于登记机关颁发的

质权登记通知书)原件交付质权人保管。质权人应在整个质押期限期间一直保管该等项目。

During the Term of Pledge, Pledgors shall deliver to Pledgee's custody the originals of the capital contribution certificate for the Equity Interest, the shareholders' register containing the Pledge, and other documents reasonably requested by Pledgee (including without limitation the notice of registration of the Pledge issued by the Registration Authority) within one week from the date the Pledge is registered. Pledgee shall have custody of such items during the entire Term of Pledge.

5. **股东(包括出质人)和公司的陈述和保证**

Representations and Warranties of Shareholders (including the Pledgors) and the Company

股东(包括出质人)向质权人陈述和保证如下,除已向质权人披露的外:

Shareholders (including the Pledgors) Represents and Warrants to Pledgee that, except for those disclosed to the Pledgee:

- 5.1 出质人是股权仅有的法定所有权人和受益人,除受限于出质人与质权人另行签署的协议外,其对股权享有合法、完全、充分的所有权,没有任何现存的有关股权所有权的争议。出质人有权处分股权及其任何部分。出质人拥有合法的权力和能力签署本协议并根据本协议承担法律义务。
Pledgors are the only legal and beneficial owners of the Equity Interest. Except for being subject to other agreements entered into by Pledgors and Pledgee, Pledgors enjoy legal and complete ownership of the Equity Interest, free from any existing dispute over the ownership of the Equity Interest. Pledgors may dispose of any and all Equity Interest. Pledgors have the legitimate powers and capacity to enter into, and fulfill its legal obligations pursuant to this Agreement.
- 5.2 股权是可以依法出质和转让的,且出质人有充分的权利和权力依本协议的规定将股权出质给质权人。
The Equity Interest may be pledged and transferred according to law, and Pledgors have the full rights and powers to pledge the Equity Interest in favor of Pledgee pursuant to this Agreement.
- 5.3 本协议经出质人适当签署,对出质人构成合法、有效和具有约束力的义务。
This Agreement, once properly executed by Pledgors, constitutes legal, valid and binding obligations of Pledgors.
- 5.4 就本协议的签署和履行及本协议项下之股权质押须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)已经获得或办理,并将在本协议有效期内充分有效。
All third-party consents, approvals, waivers, and authorizations, or any government approvals, permissions, exemptions, or any registrations or filings (if required by law) with any government authorities, necessary for the execution and performance of this Agreement and for the Pledge of the Equity Interest hereunder, have been obtained or completed and will remain fully effective within the term hereof.
- 5.5 本协议项下的质押构成对股权的第一顺序的担保权益。
The Pledge hereunder constitutes the first-priority security interests in the Equity Interest.

- 5.6 因股权的取得而应缴付的所有税款和费用已由出质人全额缴付。
All the taxes and charges payable as a result of the receipt of the Equity Interest have been paid in full by Pledgors.
- 5.7 质权人应有权按本协议列明的规定处置和转让股权。
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.8 除合作系列协议外, 出质人未在股权上设置任何担保权益或其他产权负担, 股权的所有权不存在任何争议, 未受扣押或其他法律程序的限制或存在类似的威胁, 依所适用的法律可以用于质押和转让。
Except for the Cooperation Agreements, Pledgors have not placed any security interest or other encumbrance on the Equity Interest. There are no controversies over the ownership of the Equity Interest. The Equity Interest is not seized or subject to any other legal proceedings or similar threats, and is good for transfer and pledging according to applicable laws.
- 5.9 出质人签署本协议及行使其在本协议下的权利, 或履行其在本协议下的义务, 不会违反任何法律、法规、出质人作为一方任何协议或合同、或出质人向任何第三方所作的任何承诺。
Pledgors' execution of this Agreement and exercise of its rights under this Agreement (or fulfillment of its obligations under this Agreement) will not breach any laws, regulations, and agreements or contracts to which Pledgors are the party, or any promise Pledgors have made to any third parties.
- 5.10 出质人向质权人提供的所有文件、资料、报表和凭证等是准确、真实、完整和有效的。
All documents, materials, statements and certificates provided by Pledgors to Pledgee are accurate, true, complete and valid.
- 5.11 出质人兹向质权人保证上述陈述和保证在合同义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下, 都将是真实的和准确的, 并将被完全地遵守。
Pledgors hereby warrant to Pledgee that all the above representations and warrants will be true and correct and fully complied with under all circumstances before the contractual obligations have been fulfilled or the Secured Obligations have been repaid in full.
- 5.12 在任何个人股东发生死亡, 丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的出质人及公司的股权的情况下, 相关个人股东的 (i) 任意继承人或 (ii) 根据该等个人股东签署的《个人股东承诺函》由质权人指定的自然人或法人 (**“指定受让人”**) 将被视为本协议的签署一方, 承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让, 股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批 (如适用)。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by the Pledgee pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the **"Designated Transferee"**) shall undertake any and all the rights and obligations of the relevant Individual Shareholder

under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her indirect equity interests in the Pledgor and the Company, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

公司向质权人陈述和保证如下：

The Company Represents and Warrants to Pledgee that:

- 5.13 公司是根据中国法律注册成立并合法存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议。
The Company is a limited liability company registered and validly existing under the laws of China. The Company has the qualification of an independent legal person, enjoys complete and independent legal status and the legal capacity to sign, deliver and fulfill this Agreement.
- 5.14 公司向质权人在本协议生效前提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实和正确的。公司向质权人在本协议生效后提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实和有效的。
All the reports, documents and information provided by the Company to Pledgee before the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the effective date hereof. All the reports, documents and information provided by the Company to Pledgee after the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the date of provision.
- 5.15 本协议经公司适当签署，对公司构成合法、有效和具有约束力的义务。
Upon due execution of the Company, this Agreement constitute legal, effective and binding obligation on the Company.
- 5.16 公司拥有签署和交付本协议及其它所有与本协议所述交易有关的文件的公司内部的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。
The Company has the complete internal power and authorization to sign and deliver this Agreement and all other documents relating to the transactions contemplated under this Agreement. The Company has the complete power and authorization to complete the transactions contemplated under this Agreement.
- 5.17 对于公司拥有的资产不存在任何重大的、可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担（包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让，或者附加于该等资产上的任何产权或使用权负担）。
Regarding the assets owned by the Company, there are no guarantee interests or any other encumbrance on property rights that are substantial and may impact Pledgee's right and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over

RMB 100,000, or any encumbrance on the ownership or right to use of such assets).

- 5.18 未经质权人的事先书面同意，公司不发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中而不是通过贷款产生的债务；和(ii)已向质权人披露并得到质权人书面同意的债务除外；

Without the prior written consent of Pledgee, the Company shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Pledgee for which Pledgee's written consent has been obtained;

- 5.19 一直在正常业务过程中经营公司的所有业务，以保持公司的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

The Company shall always operate all of its businesses during the ordinary course of business to maintain its asset value and refrain from any action/omission that may affect its operating status and asset value;

- 5.20 在任何法院或仲裁庭均没有针对股权、公司或其资产的未决的或就公司所知有威胁的诉讼、仲裁或其它法律程序，同时在任何政府机构或行政机关亦没有任何针对股权、公司或其资产的未决的或就公司所知有威胁的行政程序或行政处罚，将对公司的经济状况或出质人履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。

In any court or arbitration tribunal there are no pending (or, as far as the Company knows, threatening) litigation, arbitration or other legal proceedings against the Equity Interest, the Company or its assets, and in any governmental agencies or departments, there are no pending (or, as far as the Company knows, threatening) administrative proceedings or penalties against the Equity Interest, the Company or its assets, which may substantially or adversely impact the Company's economic condition or Pledgors' ability to fulfill their obligations and guarantee liabilities under this Agreement.

- 5.21 公司兹同意就出质人在本协议项下所作的陈述和保证向质权人承担连带责任。
The Company hereby agrees that it is jointly and severally liable to Pledgee for all representations and warranties made by Pledgors under this Agreement.

- 5.22 公司兹向质权人保证上述陈述和保证在本协议义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实的和正确的，并将被完全地遵守。
The Company hereby warrants to Pledgee that, at any time and under any circumstances prior to complete fulfillment of the obligations under this Agreement or the Secured Obligations being fully repaid, the aforementioned representations and warranties are true and accurate and will be fully complied with.

6. **公司和股东（包括出质人）的承诺和进一步同意**
Covenants and Further Agreements of Shareholders (including the Pledgors) and the Company

股东（包括出质人）的承诺和进一步同意如下：

The covenants and further agreements of Shareholders (including the Pledgors) are set forth below:

- 6.1 在本协议有效期期间，股东（包括出质人）特此向质权人承诺，出质人应：

Shareholders (including the Pledgors) hereby covenant to Pledgee, that during the term of this Agreement, Pledgors shall:

- 6.1.1 除履行合作系列协议外，未经质权人事先书面同意，不得进行或同意他人进行转让全部或任何部分的股权、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；
not transfer (or agree to others' transfer of) all or any part of the Equity Interest, place or permit the existence of any security interest or other encumbrance on property rights that may affect Pledgee's rights and interests in the Equity Interest, without the prior written consent of Pledgee, except for the performance of the Cooperation Agreements;
- 6.1.2 遵守适用于权利质押的所有法律和法规的规定，在收到有关主管机关（或者任何其他有关方面）就质权发出或制定的任何通知、命令或建议后 5 日内，应向质权人出示上述通知、命令或建议，并应遵守上述通知、命令或建议或者按照质权人的合理要求或经质权人同意就上述事项提出反对意见和陈述；
comply with the provisions of all laws and regulations applicable to the pledge of rights, and within 5 days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant parties) regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;
- 6.1.3 将可能对质权人对股权或其任何部分的权利具有影响的任何事件或出质人收到的通知、以及可能对产生于本协议中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知立即书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对股权的质押权益。
promptly notify Pledgee in writing of any event or notice received by Pledgors that may have an impact on Pledgee's rights to the Equity Interest or any portion thereof, as well as any event or notice received by Pledgors that may have an impact on any guarantees and other obligations of Pledgors arising out of this Agreement, and, upon reasonable request of Pledgee, take all necessary actions to secure the rights and interest to which Pledgee is entitled in the Equity Interest.
- 6.2 股东（包括出质人）同意，质权人按本协议取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他通过法律程序中断或妨害。
Shareholders (including the Pledgors) agree that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgors or any heirs or representatives of Pledgors or any other persons through any legal proceedings.
- 6.3 为保护或完善本协议对履行合作系列协议项下义务而授予的担保权益，股东（包括出质人）特此承诺，将真诚签署并促使在质权中有利益的其他当事人签署质权人所要求的所有证书、协议、契据和/或承诺。股东（包括出质人）还承诺，将

进行并促使在质权中有利益的其他当事人进行质权人所要求的作为,促进质权人行使本协议授予其的权利和授权,并与质权人或质权人的指定人(自然人/法人)签署关于股权所有权的所有有关文件。股东(包括出质人)承诺,将在合理期间内向质权人提供质权人所要求的关于质权的所有通知、命令及决定。

To protect or perfect the security interest granted by this Agreement for fulfillment of the obligations under the Cooperation Agreements, Shareholders (including Pledgors) hereby undertake to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by Pledgee. Shareholders (including Pledgors) also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural/legal persons). Shareholders (including Pledgors) undertake to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 股东(包括出质人)特此向质权人承诺,将遵守和履行本协议项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件,股东(包括出质人)应赔偿质权人由此导致的所有损失。

Shareholders (including Pledgors) hereby undertake to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Shareholders (including the Pledgors) shall indemnify Pledgee for all losses resulting therefrom.

- 6.5 如本协议项下质押的股权因任何原因受到法院或其他政府部门实施的任何强制措施,出质人应尽其一切的努力,包括(但不限于)向法院提供其他保证或采取其他措施,解除法院或其他部门对股权所采取的该等强制措施。

If the Equity Interest pledged under this Agreement is, for any reason, subject to mandatory measures imposed by the court of law or other governmental departments, Pledgors shall try their best to release such mandatory measures imposed by the court of law or other governmental departments, including without limitation providing to the court of law other kinds of security or other measures.

- 6.6 若股权有任何价值减少的可能,足以危害质权人权利的,质权人可以要求出质人提供额外的抵押或担保,出质人不提供的,质权人可以随时拍卖或者变卖股权,并将拍卖或者变卖所得的价款用于提前清偿担保债务或者提存;由此所发生之任何费用全部由出质人承担。

If there is a possibility that the value of the Equity Interest will be decreased and such decrease is sufficient to harm the rights and interests of Pledgee, Pledgee may request Pledgors to provide additional collateral or security. If Pledgors refuse to provide such security, Pledgee may, at any time, sell the Equity Interest or put it up for auction, and use the monies obtained from such sale or auction to settle the Secured Obligations in advance or put such monies under custody; all expenses therefore occurred shall be borne by Pledgors.

- 6.7 未经质权人事先书面同意,出质人以及/或者公司不得自行(或者协助他方)增加、减少、转让公司的注册资本(或者其对公司的出资额)或对之(包括股权)设置任何权利负担。在遵从这一规定前提下,出质人在本协议日期之后登记及获

得的公司股权称为“**额外股权**”。股东（包括出质人）和公司应在出质人取得额外股权时立即与质权人就额外股权签署补充股权质押协议，促使公司董事会和公司股东会批准该补充股权质押协议，并应向质权人提交补充股权质押协议所需的全部文件，包括但不限于：(a) 公司出具的关于额外股权的股东出资证明书的原件；以及 (b) 中国注册会计师出具的关于额外股权的验资报告经验证复印件。出质人和公司应按照本协议第 3.1 条的规定办理额外股权的出质设立登记。

Without the prior written consent from Pledgee, Pledgors and/or the Company shall not by themselves (or assisting others to) increase, decrease or transfer the registered capital of the Company (or its capital contribution to the Company) or impose any encumbrances on it, including the Equity Interest. Subject to the forgoing provision, any equity interest which is registered and obtained by Pledgors subsequent to the date of this Agreement shall be called "**Additional Equity Interest**". Shareholders (including Pledgors) and the Company shall, immediately after Pledgors obtains the Additional Equity Interest, enter with Pledgee supplemental share pledge agreement for the Additional Equity Interest, make the board of directors and shareholders' meeting of the Company approve the supplemental share pledge agreement, and deliver to Pledgee all documents necessary for the supplemental share pledge agreement, including without limitation (a) the original certificate issued by the Company about shareholders' capital contribution relating to the Additional Equity Interest; and (b) the verified photocopy of the capital contribution verification report (issued by certified public accountant in China) regarding the Additional Equity Interest. Pledgors and the Company shall, according to Section 3.1 of this Agreement, handle the pledge registration procedures relating to the Additional Equity Interest.

- 6.8 除非质权人事前出具书面的相反指示，股东（包括出质人）以及/或者公司同意，如果股份的部分或全部在出质人与任何第三方（“**股份受让方**”）之间发生违反本协议的转让，则股东（包括出质人）以及/或者公司应确保股份受让方无条件承认质权并履行必要的出质变更登记手续（包括但不限于签署有关文件），以确保质权的存续。

Unless otherwise instructed by Pledgee in writing in prior, Shareholders (including the Pledgors) and/or the Company agree that, if part of or all of the Equity Interest is transferred between the Pledgors and any third parties in violation of this Agreement ("**Transferee of the Equity Interest**"), then Shareholders (including the Pledgors) and/or the Company shall ensure that the Transferee of the Equity Interest will unconditionally recognize the Pledge and follow necessary procedures for modification of the registration of the Pledge (including without limitation signing relevant documents) so as to ensure the continued existence of the Pledge.

公司的承诺和进一步同意如下：

The covenants and further agreements of the Company are set forth below:

- 6.9 若就本协议的签署和履行及本协议项下之股权质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理登记或备案手续(如依法需要)，则公司应尽力协助取得并保持其在本协议有效期内充分有效。

If, for the execution of this Agreement and Pledge under this Agreement, it is necessary to obtain any third party consent, approval, waiver or authorization, any governmental approval, license or waiver, or complete registration or filing procedures in any governmental departments (as required by the law), then the Company shall try its best to assist in obtain the same and cause it to remain in effect

during the term of this Agreement.

- 6.10 未经质权人的事先书面同意,公司将不会向任何人或实体提供贷款或信贷或任何形式的担保;不会协助或允许出质人在股权上设立任何新的质押或授予其它任何担保权益,亦不会协助或允许出质人将股权转让。

Without prior written consent of Pledgee, the Company will not provide any person or entity with any loan or credit or guarantee in any form; assist or allow Pledgors to set up any new pledges or grant other security over the Equity Interest, nor will the Company assist or allow Pledgors to transfer the Equity Interest.

- 6.11 公司同意和出质人共同严格遵守本协议 6.7 条与 6.8 条项下规定的义务。
The Company agrees to, jointly with Pledgors, strictly comply with Article 6.7 and Article 6.8 of this Agreement.

- 6.12 未经质权人事先书面同意,公司不得进行转让公司资产或者在公司资产上设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担(包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让,或者附加于该等资产上的任何产权或使用权负担)。

Without prior written consent of Pledgee, the Company shall not transfer its assets or set up (or allow the existence of) any security or encumbrances on property rights that may affect Pledgee's rights and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).

- 6.13 当有任何法律诉讼、仲裁或其它请求发生,而可能会对公司、股权或质权人在合作系列协议及本协议项下的利益有不利影响时,公司保证将尽快和及时地书面通知质权人,并根据质权人的合理要求,采取一切必要措施以确保质权人对股权的质押权益。

Where there are any litigations, arbitrations or any other claims, which may adversely impact the Company, the Equity Interest, or Pledgee's interests under the Cooperation Agreements and this Agreement, the Company shall, as soon as possible, send timely notice to Pledgee and according to reasonable requests of Pledgee take all necessary measures to protect Pledgee's pledge interests in the Equity Interest.

- 6.14 公司不得进行或容许任何可能会对质权人在合作系列协议及本协议项下的利益或股权有不利影响之行为或行动。

The Company shall not conduct or allow any acts or actions that may adversely impact the Equity Interest or Pledgee's interest under the Cooperation Agreements and this Agreement.

- 6.15 公司将于每公历季度的第一个月内向质权人提供公司此前一公历季度的财务报表,包括但不限于资产负债表、利润表和现金流量表。公司将于每个财政年度末的 90 日内,向质权人提供公司在本财政年度的经审计的财务报表,该财务报表应当经由质权人批准的独立注册会计师审计并认证。

The Company shall, during the first month of each calendar quarter, provide to Pledgee its financial statements for the preceding calendar quarter, including without limitation its balance sheets, profit statements and cash flow statements. Within 90 days of the end of each fiscal year, the Company shall provide Pledgee with the Company's audited financial statements of the current fiscal year, which shall be

audited and certified by the independent certified auditor approved by Pledgee.

- 6.16 公司保证根据质权人的合理要求, 采取一切必要措施及签署一切必要文件, 以确保质权人对股权的质押权益及该等权益的行使和实现。

The Company shall, pursuant to Pledgee's reasonable requests, take all necessary measures and sign all necessary documents so as to ensure and protect Pledgee's pledge rights over the Equity Interest and the realization thereof.

- 6.17 如果由于本协议项下质权的行使而引起任何股权的转让, 公司保证采取一切措施以完成该等转让。

If the exercise of the Pledge under this Agreement results in any transfer of the Equity Interest, the Company agrees and warrants that it will take all measures to effect such transfer.

7. 违约事件 **Event of Default**

- 7.1 下列情况均应被视为违约事件:

The following circumstances shall be deemed Event of Default:

- 7.1.1 任何义务人未能完整或即时履行其合作系列协议项下任何担保债务;
Any Obligor fails to promptly perform or perform in full any of its Secured Obligations under the Cooperation Agreements;
- 7.1.2 股东在本协议第 5 条所作的任何陈述或保证含有严重失实陈述或错误, 和/或股东违反本协议第 5 条的任何保证;
Any representation or warranty by Shareholders in Section 5 of this Agreement contains material misrepresentations or errors, and/or Shareholders violates any of the warranties in Section 5 of this Agreement;
- 7.1.3 股东和公司未能按第 3.1 条中的规定完成登记机关的股权出质登记;
Shareholders and the Company fail to complete the registration of the Pledge with Registration Authority under Section 3.1 of this Agreement;
- 7.1.4 股东或公司违反本协议的任何规定;
Shareholders or the Company breach any provisions of this Agreement;
- 7.1.5 除第 6.1.1 条中明确规定外, 出质人转让或意图转让或放弃股权或者未经质权人书面同意而让予股权;
Except as expressly stipulated in Section 6.1.1, Pledgors transfer or purport to transfer or abandons the Equity Interest or assigns the Equity Interest without the written consent of Pledgee;
- 7.1.6 出质人对任何第三方的自身的贷款、保证、赔偿、承诺或其他债务责任 (1)因出质人违约被要求提前偿还或履行; 或(2)已到期但不能如期偿还或履行;
Any of Pledgors' own loans, guarantees, indemnifications, promises or other debt liabilities to any third party or parties (1) become subject to a demand of early repayment or performance due to default on the part of Pledgors; or (2) become due but are not capable of being repaid or performed in a timely

manner;

- 7.1.7 使本协议可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、使之失效或有实质性更改;

Any approval, license, permit or authorization of government agencies that makes this Agreement enforceable, legal and effective is withdrawn, terminated, invalidated or substantively changed;

- 7.1.8 适用的法律的颁布使本协议非法或使股东不能继续履行其在本协议项下的义务;

The promulgation of applicable laws renders this Agreement illegal or renders it impossible for Shareholders to continue to perform its obligations under this Agreement;

- 7.1.9 出质人所拥有的财产出现不利变化,致使质权人认为出质人履行其在本协议项下的义务的能力已受到影响;

Adverse changes in properties owned by Pledgors, which lead Pledgee to believe that that Pledgors' ability to perform its obligations under this Agreement has been affected;

- 7.1.10 公司的继承人或托管人只能部分履行或拒绝履行合作系列协议项下的任何义务; 及

The successor or custodian of the Company is capable of only partially performing or refuses to perform any obligation under the Cooperation Agreements; and

- 7.1.11 质权人不能或可能不能行使其针对质权的权利的任何其他情况。

Any other circumstances occur where Pledgee is or may become unable to exercise its right with respect to the Pledge.

- 7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生, 出质人应立即相应地书面通知质权人。

Upon notice or discovery of the occurrence of any circumstances described in Section 7.1 or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgors shall immediately notify Pledgee in writing accordingly.

- 7.3 除非本第 7.1 条所列明的违约事件已经在质权人通知之日起三十 (30) 天内令质权人满意地得到圆满解决, 否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出违约通知, 要求出质人立即支付合作系列协议项下任何应付款和/或按本协议第 8 条的规定处置质权。

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within thirty (30) days of Pledgee's notice, Pledgee may issue a Notice of Default to Pledgors in writing upon the occurrence of the Event of Default or at any time thereafter and demand that Pledgors immediately pay all payments due under the Cooperation Agreements, and/or disposes of the Pledge in accordance with the provisions of Section 8 of this Agreement.

8. 质权的行使

Exercise of Pledge

- 8.1 在合作系列协议完全履行及其所述应付款足额偿还前，未经质权人书面同意，出质人不得转让质权或股权。
Prior to the full performance of the Cooperation Agreements and full payment of all payments described therein, without Pledgee's written consent, Pledgors shall not assign the Pledge or the Equity Interest.
- 8.2 质权人行使质权时可向出质人发出违约通知。
Pledgee may issue a Notice of Default to Pledgors when exercising the Pledge.
- 8.3 受限于第 7.3 条的规定，质权人可在按第 7.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使强制执行质权的权利。一旦质权人选择强制执行质权，出质人应不再拥有与股权有关的任何权利或利益。
Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge concurrently with the issuance of the Notice of Default in accordance with Section 7.2 or at any time after the issuance of the Notice of Default. Once Pledgee elects to enforce the Pledge, Pledgors shall cease to be entitled to any rights or interests associated with the Equity Interest.
- 8.4 在违约事件发生时，在许可的范围内并根据适用法律，质权人有权依法处置质押的股权；质权人因行使其质权而收到的全部款项，在清偿担保债务后若有剩余，则余款支付给出质人或有权收取该款项的人（不计利息），在中国法律允许的情况下，出质人或有权收取该款项的人应在收到余款后全额返还质权人。
In the Event of Default, Pledgee is entitled to dispose of the Equity Interest pledged, to the extent permitted and in accordance with applicable laws; if, after satisfying all Secured Obligations, there is any balance in the monies collected by Pledgee by enforcing the Pledge, then such balance shall be, without calculation of interests, paid to Pledgors or other parties entitled to receive such balance. The Pledgors or other parties entitled to receive such balance shall fully return to the Pledgee to the extent permitted under PRC laws.
- 8.5 当质权人依照本协议处置质权时，股东和公司应提供必要的协助，以使质权人能够根据本协议强制执行质权。
When Pledgee disposes of the Pledge in accordance with this Agreement, Shareholders and the Company shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.
- 8.6 一切与本协议项下股权质押的设定及质权人权利实现有关的实际开支、税费及全部法律费用等，应由出质人承担，法律规定由质权人承担的除外。
Unless otherwise provided by the law, all expenses, tax, charges and all legal fees relating to the establishment of the Pledge and enforcement of it shall be borne by Pledgors.

9. **转让** **Assignment**

- 9.1 未经质权人事先书面同意，股东和公司无权转让或转授其在本协议项下的权利和义务。
Without Pledgee's prior written consent, Shareholders and the Company shall not assign or delegate its rights and obligations under this Agreement.

- 9.2 本协议应对股东及其继任人和经许可的受让人均有约束力,并且应对质权人及其每一继任人和受让人有效。

This Agreement shall be binding on Shareholders and its successors and permitted assigns, and shall be valid with respect to Pledgee and each of its successors and assigns.

- 9.3 在任何时候,质权人均可以将其在本协议和合作系列协议项下的任何及所有权利和义务转让给其指定人(自然人/法人),在该情况下,受让人应享有和承担质权人在本协议项下的权利和义务,如同其是本协议的原始一方一样。当质权人转让本协议和合作系列协议项下的权利和义务时,应质权人要求,股东和公司应签署有关协议或与该等转让有关的其他文件。

At any time, Pledgee may assign any and all of its rights and obligations under this Agreement and the Cooperation Agreements to its designee(s) (natural/legal persons), in which case the assigns shall have the rights and obligations of Pledgee under this Agreement, as if it were the original party to this Agreement. When Pledgee assigns the rights and obligations under this Agreement and the Cooperation Agreements, upon Pledgee's request, Shareholders and the Company shall execute relevant agreements or other documents relating to such assignment.

- 9.4 如果因转让而导致质权人变更,应质权人要求,股东和公司应与新的质权人按与本协议相同的条款和条件签署一份新的质押协议。

In the event of a change in Pledgee due to an assignment, Shareholders and the Company shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement.

- 9.5 全部义务人应严格遵守本协议和本协议各方或其中任何一方共同或单独签署的其他合同的规定,包括合作系列协议,履行在本协议和其他合同项下的义务,并不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示,股东不得行使其对在本协议项下质押的股权的任何余下的权利。

The Obligors shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Cooperation Agreements, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgors with respect to the Equity Interest pledged hereunder shall not be exercised by Shareholders except in accordance with the written instructions of Pledgee.

10. 终止

Termination

在合作系列协议完全履行及其项下的应付款足额支付之后,并且在全部义务人在合作系列协议项下的担保债务终止之后,本协议应终止,并且质权人应在合理切实可行范围内尽快解除本协议项下的股权质押,并配合出质人办理注销在公司的股东名册内以及在登记机关所作的股权质押的登记,因解除股权质押而产生的合理费用由出质人承担。

Upon the full performance of the Cooperation Agreements and full payment of all payments described therein, and upon termination of the Obligors' Secured Obligations under the Cooperation Agreements, this Agreement shall be terminated, and Pledgee shall then release the equity pledge hereunder as soon as reasonably

practicable and cooperate with Pledgors in connection with the deregistration of the equity pledge in the Company's shareholder register and with the Registration Authority. The reasonable fees arising from pledge deregistration shall be borne by Pledgors.

11. **手续费及其他费用**
Handling Fees and Other Expenses

除非另行约定或适用法律要求，与本协议有关的所有费用及实际开支，包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由公司承担。

Unless otherwise agreed or required by applicable laws, all fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by the Company.

12. **保密责任**
Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

13. **管辖法律、争议解决和法律变更**
Governing Law, Resolution of Disputes and Change in Laws

- 13.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available

laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 13.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 13.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 13.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement

in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 13.5 受限于中国法律的规定，仲裁庭可以就出质人的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定出质人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）公司的注册成立地（即中国上海）；及（iv）最终控股股东或公司主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Pledgors, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Pledgors. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions) shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Company (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

14. 通知 Notices

- 14.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

- 14.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

- 公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative
- 公司： 上海陆金所信息科技股份有限公司
Company: Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 13 楼
Address: Floor 13, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative
- 公司： 上海雄国企业管理有限公司
Company: Shanghai Xionguo Corporation Management Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative
- 公司： 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative
- 公司： 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址： 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人： 法定代表人
Attn: Legal Representative
- 公司： 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址： 上海市浦东新区龙阳路 2277 号 1002N

Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 14.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

15. 分割性
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

16. **继任者**
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assigns of such Parties.

17. **继续有效**
Survival

- 17.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 17.2 第 13、14 条和本第 17 条的规定在本协议终止后应继续有效。
The provisions of Sections 13, 14 and this Section 17 shall survive the termination of this Agreement.

18. **弃权**
Waivers

任何一方均可以对本协议的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

19. **修订、更改与补充**
Amendment, Change and Supplement

- 19.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议，并于相关政府登记（如适用）。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties and be recorded with competent governmental authorities (if applicable).

- 19.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

20. 语言

Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由质权人持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Pledgee having the others; each counterpart has equal legal validity.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署:

By:

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海雄国企业管理有限公司
Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海陆金所信息科技股份有限公司
Shanghai Lujiazui International Financial Asset Exchange Co., Ltd.

签署:

By: _____

姓名: 陈东起

Name: Chen Dongqi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company //

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名：杨学连

Name: Yang Xuelian

职务：执行事务合伙人

Title: Managing Partner



日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

杨学连
Yang Xuelian
签署：
By:

A handwritten signature in black ink, appearing to be 'Yang Xuelian', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line. The signature is stylized and cursive.

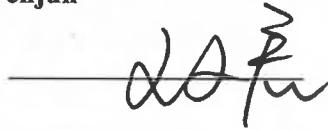
有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

王文君

Wang Wenjun

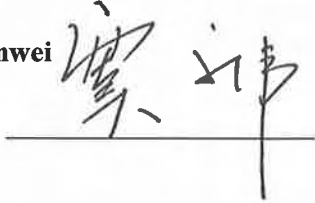
签署:

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

窦文伟
Dou Wenwei
签署：
By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海陆金所信息科技股份有限公司（下称“**上海陆金所**”）

本人，杨学连，(i) 持有上海兰帮投资有限责任公司（下称“**上海兰帮**”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“**林芝金生**”）的普通合伙人，持有林芝金生 60%的财产份额。上海兰帮间接持有上海陆金所 18.29%的股权，林芝金生间接持有上海陆金所 2.17%的股权；并且(ii) 在 2022 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海陆金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海陆金所 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何上海陆金所的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海陆金所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海陆金所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海陆金所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海陆金所 VIE 协议之履行。本人承诺不会做出任何可能与相关上海陆金所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海陆金所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致上海陆金所与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关上海陆金所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海陆金所 VIE 协议项下的合法利益并服从拟上市公司的指示。

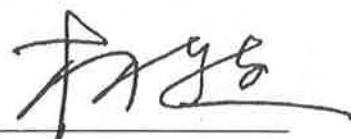
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

A handwritten signature in black ink, consisting of stylized Chinese characters, positioned above a horizontal line.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海陆金所信息科技股份有限公司（下称“**上海陆金所**”）

本人，王文君，(i) 是新疆同君股权投资有限合伙企业（下称“**新疆同君**”）的有限合伙人，持有新疆同君 50% 的财产份额。新疆同君间接持有上海陆金所 29.55% 的股权；并且 (ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海陆金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海陆金所 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何上海陆金所的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海陆金所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海陆金所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海陆金所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海陆金所 VIE 协议之履行。本人承诺不会做出任何可能与相关上海陆金所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海陆金所 VIE 协议订立目的或意图相违背的

作为或不作为，从而导致或可能导致上海陆金所与拟上市公司及其下属公司利益相冲突。

- (2) 如果本人在履行相关上海陆金所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海陆金所 VIE 协议项下的合法利益并服从拟上市公司的指示。

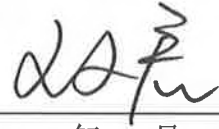
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

A handwritten signature in black ink, appearing to be 'DAF' or similar, written over a horizontal line.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海陆金所信息科技股份有限公司（下称“上海陆金所”）

本人，石京魁，(i) 持有上海兰帮投资有限责任公司（下称“上海兰帮”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）的有限合伙人，持有林芝金生 40%财产份额。上海兰帮间接持有上海陆金所 18.29%的股权，林芝金生间接持有上海陆金所 2.17%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海陆金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关上海陆金所 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何上海陆金所的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海陆金所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海陆金所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海陆金所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海陆金所 VIE 协议之履行。本人承诺不会做出任何可能与相关上海陆金所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海陆金所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致上海陆金所与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关上海陆金所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海陆金所 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:


A stylized, handwritten signature in black ink, consisting of several loops and a long vertical stroke at the end.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd（下称“**拟上市公司**”）董事会

抄送：

上海陆金所信息科技股份有限公司（下称“**上海陆金所**”）

本人，窦文伟，(i) 是新疆同君股权投资有限合伙企业（下称“**新疆同君**”）的普通合伙人，持有新疆同君 50%财产份额。新疆同君间接持有上海陆金所 29.55%的股权；并且(ii) 在 2022 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海陆金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海陆金所 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何上海陆金所的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海陆金所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海陆金所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海陆金所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海陆金所 VIE 协议之履行。本人承诺不会做出任何可能与相关上海陆金所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海陆金所 VIE 协议订立目的或意图相违背的

作为或不作为，从而导致或可能导致上海陆金所与拟上市公司及其下属公司利益相冲突。

- (2) 如果本人在履行相关上海陆金所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海陆金所 VIE 协议项下的合法利益并服从拟上市公司的指示。

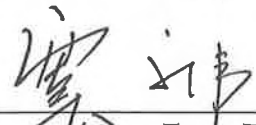
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:


2023年 2月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海陆金所信息科技股份有限公司（下称“上海陆金所”）

本人，李红江，身份证号码为 410711196005151045。本人为杨学连之合法配偶。

本人知悉：(i) 杨学连通过上海兰帮投资有限责任公司（下称“上海兰帮”）及林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）间接持有上海陆金所 10.447% 的股权；及 (ii) 杨学连在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海陆金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关上海陆金所 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 杨学连通过上海兰帮及林芝金生间接持有的任何上海陆金所的股权及其所附带的所有权益（下称“相关股权”）均为杨学连的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照杨学连签署的相关上海陆金所 VIE 协议进行处分。本人确认，在任何时点均将对相关上海陆金所 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与上海陆金所的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关上海陆金所 VIE 协议之订立目的或意图相违背的行为或举措。

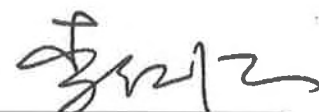
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：

A handwritten signature in black ink, appearing to be '李仁乙' (Li Renyi), written over a horizontal line.

2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海陆金所信息科技股份有限公司（下称“上海陆金所”）

本人，丰小之，身份证号码为 440121196504270036。本人为王文君之合法配偶。

本人知悉：(i) 王文君通过新疆同君股权投资有限合伙企业（下称“新疆同君”）间接持有上海陆金所 14.77%的股权；及 (ii) 王文君在 2023 年 2 月 1 日与未鲲(上海)科技服务有限公司和其他上海陆金所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关上海陆金所 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 王文君通过新疆同君间接持有的任何上海陆金所的股权及其所附带的所有权益（下称“相关股权”）均为王文君的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照王文君签署的相关上海陆金所 VIE 协议进行处分。本人确认，在任何时点均将对相关上海陆金所 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与上海陆金所的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关上海陆金所 VIE 协议之订立目的或意图相违背的行为或举措。

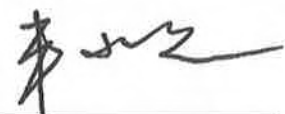
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

■ 签署:

A handwritten signature in black ink, consisting of stylized Chinese characters, positioned above a horizontal line.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海惠康信息技术有限公司 (下称“**上海惠康**”)

本人，**窦文伟**，(i) 是新疆同君股权投资有限合伙企业 (下称“**新疆同君**”) 的普通合伙人，持有新疆同君 50% 财产份额。新疆同君间接持有上海惠康 29.55% 的股权；并且 (ii) 在 2023 年 2 月 1 日与未鲲 (上海) 科技服务有限公司和其他上海惠康的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》(上述协议及协议各方之后对其所作的任何书面修改、补充或确认 (如有)，合称“**相关上海惠康 VIE 协议**”)。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何上海惠康的股权及其附带的所有权益 (合称“**相关股权**”)，如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海惠康 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲 (上海) 科技服务有限公司或未鲲 (上海) 科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海惠康直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海惠康的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海惠康 VIE 协议之履行。本人承诺不会做出任何可能与相关上海惠康 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海惠康 VIE 协议订立目的或意图相违背的作

为或不作为，从而导致或可能导致上海惠康与拟上市公司及其下属公司利益相冲突。

- (2) 如果本人在履行相关上海惠康 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海惠康 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

梁 伟

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“西交所”）

本人，窦文伟，(i) 是新疆同君股权投资有限合伙企业（下称“新疆同君”）的普通合伙人，持有新疆同君 50%财产份额。新疆同君间接持有西交所 29.55%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他西交所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关西交所 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何西交所的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关西交所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在西交所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对西交所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关西交所 VIE 协议之履行。本人承诺不会做出任何可能与相关西交所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关西交所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致西交所与拟上市公司及其下属公司利益相冲

突。

- (2) 如果本人在履行相关西交所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关西交所 VIE 协议项下的合法利益并服从拟上市公司的指示。

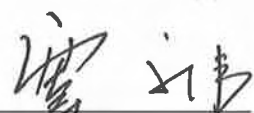
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:


2023 年 2 月 1 日

独家业务合作协议
Exclusive Business Cooperation Agreement

本独家业务合作协议（下称“**本协议**”）由以下双方于 2023 年 02 月 01 日在【】签署。

This Exclusive Business Cooperation Agreement (this "**Agreement**") is made and entered into by and between the following Parties on 02/01/23 in 【】.

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“**甲方**”）。甲方的所有股权由陆金所控股有限公司（“**最终控股股东**”），一家在开曼群岛获豁免的有限责任公司，最终实益持有。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party A**"). The entire equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands.

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“**乙方**”或“**运营实体**”）。
Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No. 1333 Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party B**" or "**OPCO**").

甲方和乙方以下各称为“**一方**”，统称为“**双方**”。

Each of Party A and Party B shall be hereinafter referred to as a "**Party**" respectively, and as the "**Parties**" collectively.

鉴于：

Whereas,

1. 甲方是一家在中华人民共和国（下称“**中国**”）注册的有限责任公司，拥有提供技术服务和商务咨询服务的必要资源；
Party A is a limited liability company established in the People's Republic of China ("**China**"), and has the necessary resources to provide technical services and business consulting services;
2. 乙方是一家在中国注册的内资公司；
Party B is a company with exclusively domestic capital registered in China;
3. 甲方同意利用其人力、技术和信息优势，在本协议有效期内向乙方提供有关独家技术服务、技术咨询及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款的规定提供的该等服务。
Party A is willing to provide Party B, on an exclusive basis, with technical, consulting and other services (the detailed scope set forth below) during the term of this Agreement, utilizing its own advantages in human resources, technology and information, and Party B is willing to accept such exclusive services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, Party A and Party B have reached the following agreements:

1. **甲方服务提供**

Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方提供全面的业务支持、技术服务和咨询服务，具体内容包括所有在乙方经核准的营业范围内由甲方不时决定的全部或部分服务，包括但不限于以下内容：技术服务、网络支持、业务咨询、设备或租赁、市场咨询、系统集成、产品研发和系统维护（“**服务**”）。

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with complete business support and technical and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which may include all or part of the services within the approved business scope of Party B as may be determined from time to time by Party A, including, but not limited to, technical services, network support, business consultations, equipment or leasing, marketing consultancy, system integration, product research and development, and system maintenance ("**Service**").

- 1.2 乙方同意接受甲方提供的咨询和服务。乙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.4 条描述的某些协议）为乙方提供本协议项下的咨询和/或服务。

Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not accept any consultations and/or services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.4 with Party B, to provide Party B with the consultations and/or services under this Agreement.

- 1.3 为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方有权向乙方提供财务支持（仅在中国法律允许的范围内）。为上述目的，甲方可以银行委托贷款或借款或其他方式向乙方和/或其任何股东提供财务支持，并应另行签署该等委托贷款或借款或其他方式的财务资助的相关合同。

To ensure that the cash flow requirements of Party B's ordinary operations are met and/or to set off any loss accrued during such operations, Party A has the right to, only to the extent permissible under the laws of PRC, to provide financial support to Party B, whether or not Party B actually incurs any such operational loss. For the aforesaid purpose, Party A's financial support to Party B may take the form of bank entrustment loans or borrowings or other

forms. Contracts for any such entrustment loans or borrowings or other forms of financial support shall be executed separately.

1.4 服务的提供方式
Service Providing Methodology

1.4.1 甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署其他技术服务协议和咨询服务协议，对特定技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements with the other Party or its affiliates, which shall provide the specific contents, manner, personnel, and fees for the specific technical services and consulting services.

1.4.2 为履行本协议，甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into intellectual property (including, but not limited to, software, trademark, patent and know-how) license agreements with the other Party or its affiliates, which shall permit Party B to use Party A's relevant intellectual property rights, at any time and from time to time based on the needs of the business of Party B.

1.4.3 乙方确认，甲方可自主决定将本协议下应向乙方提供的全部或部分服务分包给第三方承担。

Party B acknowledges that Party A may, at its own discretion, subcontract to third parties all or part of the Services Party A provides to Party B under this Agreement.

2. 服务费的计算、支付方式、财务报表、审计和税务
Calculation and Payment of the Service Fees, Financial Reports, Audit and Tax

2.1 双方同意，就甲方提供的服务，乙方应向甲方支付服务费（“服务费”）。在符合中国法律规定的前提下，服务费应为乙方的税前利润（包括乙方于任何财政年度在任何其附属公司应占的所有利润及所收取的任何其他分配，但不计算本协议项下所应支付的服务费），并扣除在任何财政年度所需的运营资本、开支、税金款额（甲方可根据中国税法原则和税务实践对服务费进行调整）以及与中国税法所规定的独立交易原则相符合的运营利润。服务费应当按季度支付。乙方应于每季度最后一天起 7 日内，(a)向甲方提供乙方当季度的管理报表和经营数据，其中应当明确乙方在当季度的税前收益；(b) 按甲方向乙方提供的各项调查报告、计划书、发票或其他书面文件，将服务费支付给甲方。甲方在收到管理报表和经

营数据后，可向乙方出具相应的服务费的发票。所有付款均应以汇款或各方认可的其它方式划入甲方指定的银行账户。各方同意，在本协议有效期内，甲方可不时向乙方送达通知更改该等付款指示，且甲方无需经乙方同意，有权仅依照其自主决定以至少提前 10 天书面通知乙方的方式调整上述服务费及服务费支付时间。

The Parties agree that, in consideration of the Services, Party B shall pay Party A service fees (the "**Service Fees**"). Subject to PRC laws, the Service Fees shall be equal to the profit before taxation of Party B (including all profits attributable to Party B of, and any other distributions received by Party B from, any of its subsidiaries in any financial year but without taking into account the Service Fees payable under this Agreement) and deducting working capital requirements, expenses and taxes (Party A can adjust the Service Fees based on applicable PRC tax laws and practices) and operating profit that is in compliance with the principle of independent transaction as stipulated in PRC tax law. The Service Fees shall be due and payable on a quarterly basis. Party B shall, within 7 days from the last day of each quarter, (a) deliver to Party A the management accounts and operating statistics of Party B for such quarter, including the before tax income of Party B during such quarter, and (b) pay the Service Fees to Party A upon request by Party A under various survey reports, plans, invoices or other written documents. After receipt of such management accounts and operating statistics, Party A may issue to Party B a corresponding service invoice. All payments shall be transferred into the bank accounts designated by Party A through remittance or in any other way acceptable by the Parties. The Parties agree that such payment instruction may be changed by a notice given by Party A to Party B from time to time and Party A shall have the right to adjust the Service Fees and the time of payment at its sole discretion without the consent of Party B by giving Party B no less than 10 days' prior written notice of such adjustment during the term of this Agreement.

- 2.2 乙方应于每个财政年度末的 90 日内向甲方提供乙方在本财政年度的审计的财务报表，该财务报表应当经由甲方批准的独立注册会计师审计。如果该等经审计的财务报表显示出本财政年度内乙方向甲方支付的服务费总额与乙方本财政年度根据中国财务报告准则所确定的税前收益扣除相关成本、合理费用后的剩余金额之间有任何差额，经甲方书面要求，乙方应向甲方支付该等差额。

Within ninety (90) days after the end of each fiscal year, Party B shall deliver to Party A audited financial statements of Party B for such fiscal year, which shall be audited by an independent certified public accountant approved by Party A. If such audited financial statements show any shortfall of the before tax income of Party B as determined based on China financial reporting standards minus relevant costs and reasonable expenses of Party B for such fiscal year compared to the aggregate amount of the Service Fees paid by Party B to Party A in such fiscal year, upon written requests from Party A, Party B shall pay Party A an amount equal to such shortfall.

- 2.3 双方同意，上述服务费的支付原则上不应使任何一方经营发生困难，为上述目的，且在实现上述原则的限度内，甲方可以同意乙方迟延支付服

务费，或经双方协商一致，可以书面形式调整第 2.1 条和第 2.2 条规定下乙方应向甲方支付服务费的时间安排。

The Parties agree that payment of the Services Fees shall not cause operational difficulty for any Party. For the purpose and in the spirit of the aforementioned principle, Party A may agree to a delay payment of Service Fees by Party B, or adjust the payment schedule under Section 2.1 and 2.2 by written notice upon mutual agreement of the Parties.

- 2.4 乙方应按照法律及商业惯例的要求编制符合甲方要求的财务报表。
Party B shall prepare its financial statements in satisfaction of Party A's requirements and in accordance with law and commercial practices.

- 2.5 经甲方提前 5 个工作日通知，乙方应允许甲方及甲方的控股股东（直接或间接）/或其指定审计师对乙方进行各类审计活动，包括在乙方的主要办公地点审计乙方的有关账册和记录并复印所需的该部分账册和记录。此外，乙方应向甲方及甲方的控股股东（直接或间接）/或其指定审计师提供有关乙方运营、业务、客户、财务、员工等相关信息和资料，并且同意最终控股股东为满足其证券上市地监管的要求而披露该等信息和资料。

Subject to a notice given by Party A 5 working days in advance, Party B shall allow Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor to carry out auditing activities on Party B, including reviewing, and making photocopies of, the relevant books and records of Party B at the principal office of Party B. Further, Party B shall provide Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor the information and materials in connection with the operation, businesses, clients, financials and employees of Party B, and agrees that the Ultimate Controlling Shareholder may disclose such information and materials to meet the requirements of the local regulatory authorities where its shares are listed.

- 2.6 本协议各方由于执行本协议所产生的税收负担，由各方自行承担。
Each of the Parties shall assume its own tax obligations in relation to performance of this Agreement.

3. 知识产权、保密条款以及禁止竞争

Intellectual Property Rights; Confidentiality Clauses; Non-competition

- 3.1 履行本协议而产生或创造的所有权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他，无论其是由甲方还是由乙方开发的，均由甲方享有独有的和所有权上的权利和权益。

Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including, but not limited to, copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others, regardless of whether they have been developed by Party A or Party B.

- 3.2 乙方未取得甲方事先书面同意前，不得转移、转让、抵押、许可或以其他方式处置其权利、所有权、权益和知识产权，包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他。

Party B shall not transfer, assign, mortgage, license or otherwise dispose of the rights and interests in rights, ownerships, intellectual properties, including but not limited to copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others of Party B without the prior written consent of Party A.

- 3.3 双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged between them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor is also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

- 3.4 乙方不得（直接或间接）经营除乙方营业执照及经营许可证之许可范围之外的业务，不得在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务的实体，也不得经营甲方书面同意范围之外的其他业务。

Party B shall not engage in any business activities other than those within the scope of its business license and business permit, whether directly or indirectly, or any businesses in China which compete with the businesses of Party A, whether directly or indirectly, including invest in any entity conducting businesses which compete with the businesses of Party A, or any other businesses beyond the scope approved in writing by Party A.

- 3.5 双方同意，不论本协议是否更改、废除或终止，本条应继续有效。

The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

4. **陈述和保证**
Representations and Warranties

4.1 甲方陈述和保证如下：

Party A hereby represents and warrants as follows:

4.1.1 甲方是按照中国法律合法注册并有效存续的一家公司。

Party A is a company legally registered and validly existing in accordance with the laws of China.

4.1.2 甲方签署并履行本协议是在其法人资格及其业务运营范围之内；甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对甲方有约束力或影响的法律或其他限制。

Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party A.

4.1.3 本协议构成甲方的合法、有效和有约束力的义务，并应针对其可强制执行。

This Agreement constitutes Party A's legal, valid and binding obligations, and shall be enforceable against it.

4.1.4 不存在将影响甲方履行本协议项下义务的能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序，而且据其所知无人威胁将采取上述行动。

No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.

4.1.5 甲方已经向乙方披露了任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者使其资产或业务受到约束的文件，并且甲方此前提供给乙方的文件中没有对任何重要事实的不实陈述或者遗漏。

Party A has disclosed to Party B, all contracts, government approval, license or any other document restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party B do not contain any misrepresentations or omissions of material facts.

4.2 乙方陈述和保证如下：

Party B hereby represents and warrants as follows:

- 4.2.1 乙方是按照中国法律合法注册并有效存续的一家公司。
Party B is a company legally registered and validly existing in accordance with the laws of China;
- 4.2.2 乙方签署并履行本协议是在其法人资格及其业务运营范围之内；
乙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对乙方有约束力或影响的法律或其他限制。
Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party B.
- 4.2.3 本协议构成乙方的合法、有效和有约束力的义务，并应针对其可强制执行。
This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it.
- 4.2.4 不存在将影响乙方履行本协议项下义务的能力的，已经发生且尚未了结的诉讼，仲裁或其他公司法或行政程序，而且据其所知无人威胁将采取上述行动。
No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.
- 4.2.5 乙方已经向甲方披露任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者其资产或业务受到约束的文件，并且乙方此前提供甲方的文件中没有对任何重要事实的不实陈述或者遗漏。
Party B has disclosed to Party A all contracts, government approvals, licenses or any other documents restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party A do not contain any misrepresentations or omissions of material facts.
- 4.2.6 乙方按照本协议的约定，及时足额向甲方支付服务费用，在服务期限内维持与乙方业务相关的许可和资质的持续有效性，积极配合甲方提供服务，接受甲方就乙方业务提出的合理的意见和建议。
Party B shall pay service fees in full and in time to Party A, maintain the licenses and qualifications related to Party B's business, and accept Party A's reasonable opinions and suggestions about Party B's business in accordance with the terms of this Agreement.

- 4.2.7 未经甲方事先书面同意,自本协议签署之日起,乙方不得出售,转让,抵押或以其他方式处置其他任何资产,业务或收入的合法权益,或任何第三方提供担保,或允许任何第三方在其资产或权益上设置任何其他担保权益,但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose in any other way any of its assets or legitimate interests in the business and revenue of Party B, or provide guarantees to any third party, or allow any third party create any other security interest on its assets or equity interests, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.8 未经甲方事先书面同意,自本协议签署之日起,乙方不得发生,继承,保证或容许存在任何债务,但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into, inherit, guarantee or allow the existence of any debt, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.9 未经甲方事先书面同意,自本协议签署之日起,乙方不得签署任何重大合同(就本段而言,如果一份合同的价值超过人民币 10 万元,即被视为重大合同),但在日常经营活动中签署的合同除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into any material contracts (for the purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed to be a material contract),except the contracts entered into in the ordinary course of business.

- 4.2.10 未经甲方事先书面同意,自本协议签署之日起,乙方不得与任何第三方合并,兼并或组成联合实体,或收购任何第三方或被收购或控制,增加或减少其注册资本,或者以其他任何方式改变其注册资本结构。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not merge with or takeover any third party or form any jointly controlled entity with any third party, or acquire any third party, to be acquired by or controlled by any third party, increase or reduce its registered capital, or alter the structure of the registered capital in any other way.

- 4.2.11 在相关中国法律允许的前提下,乙方将委任甲方推荐的人担任其董事;除非取得甲方的事先书面同意或有法定理由,乙方不得以任何其他任何原因拒绝委任甲方推荐的人选。

Subject to permission under relevant laws of China, Party B shall elect the candidates Party A nominates as directors. Unless prior consent is obtained from Party A or due to statutory reasons, Party B

shall not refuse the candidates Party A nominates for any other reasons.

4.2.12 自本协议签署之日起, 乙方委托甲方保管与控制对乙方日常营运重要相关证书及公章, 包括乙方营业执照, 组织机构代码证, 公章, 合同章, 财务专用章及法定代表人章。

Since the date of signing this Agreement, Party B shall entrust Party A to retain and exercise physical control of the seals and certificates of Party B that are crucial to the ordinary course of business of Party B, including business licenses, organization code certificates, official seals, contract stamps, finance stamps and legal representative stamps of Party B.

4.3 双方在此同意:
Parties hereby agree as follows:

4.3.1 双方承诺, 一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方及/或其附属公司、分公司可以合法从事乙方的业务, 双方将在该等乙方的股权全部转让给甲方后立即解除本协议。

The Parties undertake to terminate this Agreement after the transfer of Party B's equity interests to Party A in the event that Party A is allowed to and elects to hold Party B's equity interests directly and Party A and/or its subsidiary or branch is allowed to operate Party B's business legally in accordance with applicable PRC laws.

5. 生效和有效期 Effectiveness and Term

5.1 本协议自双方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或双方另行签署的其他协议的规定提前终止, 本协议有效期为 10 年。有效期满后, 除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方, 上述有效期将无限次延长, 每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless earlier terminated in accordance with the provisions of this Agreement or relevant agreements separately executed between the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5.2 在本协议期限内, 如果乙方破产或依法解散或其所有股权已根据双方与乙方的直接和间接现有股东于本协议同一日签署的《独家股权购买权协议》全部转让给甲方, 本协议将自动终止。

During the term of this Agreement, if Party B goes bankrupt, or is dissolved by law, or transfers all its shares to Party A pursuant to the exclusive option agreement executed between Party A, Party B and the direct and indirect

current shareholders of Party B on the same date of this Agreement, this Agreement will automatically terminate.

6. 终止

Termination

- 6.1 除非依据本协议的有关条款续期，本协议应于期满之日并经甲方书面通知后终止。

Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated by the written termination notice by Party A upon the date of expiration hereof.

- 6.2 本协议有效期内，(a) 双方经协商一致，可提前终止本协议；(b) 甲方可在任何时候通过提前 30 天向乙方发出书面通知提前终止本协议；(c) 乙方无权单方提前终止本协议。

During the term of this Agreement, (a) the Parties may terminate this Agreement early upon mutual agreement; (b) Party A may terminate this Agreement early by giving 30 days' prior written notice to Party B at any time; and (c) Party B may not unilaterally terminate this Agreement prior to the expiration date.

- 6.3 在本协议终止之后，双方在第 3、7 和 8 条项下的权利和义务应继续有效。
The rights and obligations of the Parties under Sections 3, 7 and 8 shall survive the termination of this Agreement.

- 6.4 本协议由于任何原因提前终止或期满并不免除任何一方在本协议终止日或期满日前到期的本协议项下所有付款义务(包括但不限于服务费)，也不免除本协议终止前发生的任何违约责任。本协议终止前所产生的应付服务费应在本协议终止之日起 15 个工作日内支付给甲方。

In case of early termination, for whatever reason, or due expiration of this Agreement, payment obligations of either Party outstanding as of the date of such termination or expiration, including without limitation with respect to the Service Fees, shall not be waived, nor shall any default liability accrued as of the termination of this Agreement be waived. The Service Fees accrued as of the termination of this Agreement shall be paid to Party A within fifteen (15) working days following the termination of this Agreement.

7. 违约责任

Liability for Breach of Agreement

- 7.1 除本协议其他条款规定外，如果一方(“**违约方**”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“**受损害方**”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因其违约行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院

判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 7.2 除法律明确规定外，乙方无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, Party B do not have the right to terminate this Agreement due to Party A's breach of this Agreement.

8. 管辖法律、争议解决和法律变更 Governing Law, Resolution of Disputes and Change in Laws

- 8.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国法律管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by laws of China.

- 8.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 8.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 8.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变，应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 8.5 受限于中国法律的规定，仲裁庭可以就乙方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定乙方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 乙方的注册成

立地（即中国上海）；及（iv）最终控股股东或乙方主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted bylaws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party B (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party B's principal assets are located shall have jurisdiction for the aforesaid purpose.

9. **补偿**
Indemnification

对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

10. **通知**
Notices

10.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

10.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

10.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

10.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 未鲲（上海）科技服务有限公司

Party A: **Weikun (Shanghai) Technology Service Co., Ltd.**

地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼

Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai

收件人： 法定代表人

Attn: Legal Representative

乙方： 上海雄国企业管理有限公司

Party B: **Shanghai Xionguo Corporation Management Co., Ltd.**

地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室

Address: Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China
(Shanghai) Pilot Free Trade Zone, Shanghai

收件人： 法定代表人

Attn: Legal Representative

10.3 任何一方均可按本条条款通过向另一方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

11. 转让

Assignment

11.1 未经甲方的事先书面同意，乙方不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

11.2 乙方同意，甲方可以通过向乙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

12. 弃权；累积性救济

Waiver; Accumulative Remedies

- 12.1 一方对另一方违反或不履行本协议任何约定给予的任何豁免不应视为是该方对随后违反或不履行此等约定或本协议项下其他约定的豁免。未行使或拖延行使本协议项下任何权利或救济权不构成对本协议有关约定的豁免。

No waiver by a Party of any breach or non-fulfilment by the other of any provisions of this Agreement will be deemed to be a waiver of any subsequent breach or non-fulfilment of that or any other provision hereunder, and no failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver of the relevant provision or provisions of this Agreement.

- 12.2 对本协议项下权利或救济权的一次或部分行使不应妨碍或限制对此等权利或救济权的进一步行使。每一方在本协议项下的权利和救济权是累积的，且不排除法定的任何权利和救济权。

No single or partial exercise of any right or remedy under this Agreement will preclude or restrict the further exercise of any such right or remedy. The rights and remedies of each Party provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

13. 可分割性 **Severability**

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

14. 修订、更改与补充 **Amendment, Change and Supplement**

- 14.1 对本协议作出的任何修订、更改与补充，均须经双方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by the Parties.

- 14.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

15. **继续有效**
Survival

- 15.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 15.2 第 8、10 条和本第 15 条的规定在本协议终止后应继续有效。

The provisions of Sections 8, 10 and this Section 15 shall survive the termination of this Agreement.

16. **其他**
Miscellaneous

- 16.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式五（5）份，每一方各持一份原件，其余由甲方留存备用，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in five counterparts, each Party having one original and Party A keeping the others; each counterpart has equal legal validity.

- 16.2 本协议对双方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of both Parties.

- 16.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 未鲲（上海）科技服务有限公司
Party A: Weikun (Shanghai) Technology Service Co., Ltd.



签署：
By: _____
姓名： YONG SUK CHO
Name: YONG SUK CHO
职务： 法定代表人
Title: Legal Representative

日期： 年 月 日

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

乙方: 上海雄国企业管理有限公司
Party B: Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

独家股权购买权协议
Exclusive Equity Interest Option Agreement

本独家股权购买权协议（下称“本协议”）由以下各方于 2023 年 2 月 1 日在上海签署：

This Exclusive Equity Interest Option Agreement (this “Agreement”) is executed by and among the following Parties as of Feb 01, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333 Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“Party A”). The equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd (“Ultimate Controlling Shareholder”), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“上海雄国”）。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“Shanghai Xionguo”)

上海惠康信息技术有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室（“上海惠康”，与上海雄国合称为“直接股东”或“乙方”）。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“Shanghai Huikang”, collectively with Shanghai Xionguo as the “Direct Shareholders” or “Party B”)

西双版纳商品交易中心股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为云南省西双版纳傣族自治州景洪市勐海路 74 号（“丙方”或“运营实体”）。

Xishuangbanna Commodity Trading Center Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan (“Party C” or the “OPCO”)

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“平安金科”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen (“PinganJinke”).

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“上海兰帮”）。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“**新疆同君**”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“**林芝金生**”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**LinzhiJinsheng**").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“**股东**”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, PinanJinke, Shanghai Lanbang, Xinjiang Tongjun, LinzhiJinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为运营实体登记在册的合法股东，合计持有运营实体 100% 的股权：

The Direct Shareholders are the registered shareholders of the OPCO and collectively hold 100% of the equity interests in the OPCO.

直接股东有意授予甲方一项购买其所持有的运营实体的全部或部分股权的不可撤销的、专有的选择权；

The Direct Shareholders intend to grant Party A an irrevocable and exclusive right to

purchase all or part of the equity interests in the OPCO then held by them;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）；并且 The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

各股东及运营实体同意就甲方行使此等股权购买权（定义见下述）给予一切必要的配合。 The Shareholders and OPCO agree to render all necessary cooperation to the exercise of the Equity Interest Purchase Option (as defined below) by Party A.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 股权买卖 **Sale and Purchase of Equity Interest**

1.1 授予权利 **Option Granted**

1.1.1 乙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权，使甲方在中国法律允许的前提下，有权自行决定步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买，或指定一人或多人(各称为“**被指定人**”)从乙方购买其所持有的运营实体的全部或部分股权(“**股权购买权**”)。受限于本协议的条款和条件，在中国法律法规允许的情况下，甲方拥有绝对的自由裁量权来决定其行使股权购买权的具体时间、方式和次数。除甲方和被指定人外，任何第三人均不得享有股权购买权或其他与乙方持有的运营实体股权有关的权利。运营实体特此同意直接股东向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party B hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "**Designee**") to purchase the equity interests in the OPCO then held by Party B once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "**Equity Interest Purchase Option**"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of the OPCO held by Party B. The OPCO hereby agrees to the grant by the Direct Shareholders of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

- 1.1.2 各股东和运营实体在此同意和确认乙方根据本协议第 1.1.1 条的规定授予甲方该股权购买权并承诺将采取所有必要行动促使乙方履行其在本协议项下的所有义务，包括但不限于，通过乙方向甲方或被指定人转让运营实体的股权或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and the OPCO hereby agree and confirm on Party B's grant of the Equity Interest Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party B to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party B to transfer any equity interests of the OPCO to Party A or a Designee or to perform any other obligations under this Agreement.

- 1.1.3 在本协议签署之日，乙方应向甲方交付：

On the date of the execution of this Agreement, Party B shall deliver to Party A:

- (a) 两份已妥为签署但未注明日期的转让协议，全部文件形式、内容均应令甲方满意，和/或形式在大体上如附录所示；以及

Two sets of undated duly executed transfer agreement in a form and substance satisfactory to Party A and/or substantially in the form set out in the Appendix hereto; and

- (b) 为使转让任何本协议项下被购买的股权有效，甲方要求的及令其满意的所有文件。

all other documents as required by and satisfactory to Party A in order to effect a valid transfer of any equity interests purchased under this Agreement.

1.2 股权购买权行使步骤

Steps for Exercise of Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知(“**股权购买通知**”)，股权购买通知应载明以下事项：(a)甲方行使股权购买权的决定；(b)甲方拟从乙方购买的股权总额(“**被购买的股权**”)；和(c)被购买的股权的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "**Equity Interest Purchase Option Notice**"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "**Optioned Interests**"); and (c) the date for purchasing the Optioned Interests and/or the date for transfer of the Optioned Interests.

1.3 股权买价及其支付

Equity Interest Purchase Price and Its Payment

- 1.3.1 被购买的股权的买价(“**股权买价**”)应等于以下两项的较高者：
the purchase price for the Optioned Interests (the "**Equity Interest**")

Purchase Price") shall be equal to the higher of below:

(i) 截至股权购买权行使之日，运营实体的注册资本中所对应的出资总额乘以被购买的运营实体的股权比例；及

(i) as of the date of exercising the Equity Interest Purchase Option, the total capital contribution to the registered capital of the OPCO multiplied by the percentage of equity interests in the OPCO purchased; and

(ii) 中国法律法规允许的最低价格。

(ii) the lowest price permitted under PRC law.

- 1.3.2 在依据中国法律对股权买价进行必要的税务代扣代缴（如适用）以后，股权买价由甲方或被指定人在被购买的股权正式转让至甲方或被指定人名下之日（即运营实体换发新的企业营业执照之日）起两个月内以人民币现汇至乙方指定账户。乙方应在收到股权买价之日起一个月内全部返还给甲方或被指定人。

After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Equity Interest Purchase Price shall be wired by Party A or its Designee(s) in RMB currency at spot exchange rate to the bank account(s) designated by Party B within two months after the date on which the Optioned Interests are officially transferred to Party A and its Designee(s) (i.e. a new Enterprise Business License of the OPCO is issued). The Equity Interest Purchase Price shall be repaid in full to Party A or its designee(s) within one month upon Party B's receipt of it.

1.4 转让被购买的股权 Transfer of Optioned Interests

每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 股东应促使运营实体和乙方及时召开股东会会议，在该会议上，应通过决议，批准乙方向甲方和/或被指定人转让被购买的股权；

Shareholders shall cause the OPCO and Party B to promptly convene a shareholders' meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);

- 1.4.2 甲方有权将任何或所有被购买的股权转入甲方或被指定人名下以及/或者在所有方面均以被购买的股权实益拥有人身份行事，如由此造成损失，甲方不对此承担责任。

Party A shall have the right to effect the transfer of any and all of the Optioned Interests into its name or the name(s) of its Designee(s) and/or without liability on the part of Party A in the event of loss, act in all respects as the beneficial owner of the Optioned Interests.

- 1.4.3 此外，股东和运营实体应签署所有其他必要合同、协议或文件（包括但不限于公司章程修正案），取得全部必要的政府执照和许可（包括但不限于公司的营业执照），并采取所有必要行动，在不附带任何担保权益

的情况下，将被购买的股权的有效所有权转移给甲方和/或被指定人，并促使甲方和/或被指定人成为被购买的股权的登记在册所有人。为本款及本协议的目的，“**担保权益**”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、股权质押协议项下产生的任何担保权益。本款及本协议所规定的“**股权质押协议**”指甲方、乙方和运营实体及相关方于本协议签署之日签署的股权质押协议，乙方根据相关协议向甲方质押其在运营实体的全部乙方股权。

Notwithstanding the foregoing, the Shareholders and the OPCO shall execute all other necessary contracts, agreements or documents (including without limitation the Amendments of the Articles of Association of the company), obtain all necessary government licenses and permits (including without limitation the Business License of the company) and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "**security interests**" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and the Share Pledge Agreement. "**Share Pledge Agreement**" as used in this Section and this Agreement shall refer to the relevant Share Pledge Agreement executed by and among Party B, the OPCO, Party A and other parties thereto as of the date hereof, under which Party B pledges all of its equity interests in the OPCO in favor of Party A.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和运营实体在此分别并连带地承诺：

The Shareholders and the OPCO hereby jointly and severally covenant as follows:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修订运营实体章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；
Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of the OPCO, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持运营实体的存续，审慎地及有效地经营运营实体业务和处理其事务，并且促使运营实体履行其在独家业务合作协议项下的义务；本款及本协议所规定的“**独家业务合作协议**”指甲方及运营实体于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向运营实体提供相关的业务支持、技术服务和咨询服务；
They shall maintain the OPCO's corporate existence in accordance with good financial and business standards and practices by prudently and effectively

operating its business and handling its affairs, and to cause the OPCO to perform its obligations under the Exclusive Business Cooperation Agreement; **"Exclusive Business Cooperation Agreement"** in this Section and this Agreement refers to the exclusive business cooperation agreement executed by Party A and the OPCO on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to the OPCO;

- 2.1.3 未经甲方的事先书面同意, 不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置运营实体的任何资产、业务或收入的合法或受益权益, 或允许在其上设置任何担保权益的产权负担, 但运营实体在其日常经营活动中进行的金融服务交易除外;
Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of the OPCO or legal or beneficial interest in the business or revenue of the OPCO, or allow the encumbrance thereon of any security interest, other than the financial service transactions conducted by the OPCO in its ordinary course of business;
- 2.1.4 在如 3.7 条所描述的法定清算后, 乙方将向甲方全额支付其依法收取的任何剩余款项, 或促使发生该等支付行为。如中国法禁止该等支付, 乙方将在中国法许可的情形下向甲方或甲方指定的一方支付该收入;
After mandatory liquidation described in Section 3.7 below, Party B will remit in full to Party A any residual interest Party B receives or cause it to happen in compliance with law. If such transfer is prohibited by the laws of PRC, Party B will remit the proceeds to Party A or its designated person(s) in a manner permitted under the laws of PRC;
- 2.1.5 未经甲方的事先书面同意, 丙方不发生、继承、保证或允许存在任何债务, 但(i)在日常经营活动中而不是通过贷款产生的债务; 和(ii)已向甲方披露并得到甲方书面同意的债务除外;
Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 2.1.6 一直在日常经营活动中经营运营实体的所有业务, 以保持运营实体的资产价值, 不进行可能影响其经营状况和资产价值的任何作为/不作为;
They shall always operate all of the OPCO's businesses during the ordinary course of business to maintain the asset value of the OPCO and refrain from any action/omission that may affect the OPCO's operating status and asset value;
- 2.1.7 未经甲方的事先书面同意, 不得促使运营实体签署任何重大合同, (就本段而言, 如果一份合同的价值超过人民币 10 万元, 即被视为重大合同), 但在日常经营活动中签署的合同除外;
Without the prior written consent of Party A, they shall not cause the OPCO to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts entered into in the ordinary course of business;

- 2.1.8 未经甲方的事先书面同意，不得促使运营实体向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；
Without the prior written consent of Party A, they shall not cause the OPCO to provide any person with any loan or credit or guarantee in any form, other than the financial service transactions conducted by the OPCO in its ordinary course of business;
- 2.1.9 应甲方的要求，向其提供所有关于运营实体的营运和财务状况的资料；
They shall provide Party A with information on the OPCO's business operations and financial condition at Party A's request;
- 2.1.10 如甲方提出要求，应从甲方接受的保险公司处购买和持有有关运营实体资产和业务的保险，该保险的金额和险种应与经营运营实体类似业务的公司一致；
If requested by Party A, they shall procure and maintain insurance in respect of the OPCO's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by the OPCO;
- 2.1.11 未经甲方的事先书面同意，不得促使或允许运营实体与任何人合并或联合，或对任何人进行收购或投资，或促使或允许运营实体出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外)；
Without the prior written consent of Party A, they shall not cause or permit the OPCO to merge, consolidate with, acquire or invest in any person, and/or cause or permit the OPCO to sell assets with a value higher than RMB 100,000 (other than the transactions conducted by the OPCO in its ordinary course of business);
- 2.1.12 应将发生的或可能发生的与运营实体资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对运营实体的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施；
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the OPCO's assets, business or revenue and any circumstances that may adversely affects the OPCO's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;
- 2.1.13 为保持运营实体对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；
To maintain the ownership by the OPCO of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;

- 2.1.14 未经甲方事先书面同意，应确保运营实体不得以任何形式派发股息予其股东，但一经甲方书面要求，运营实体应立即将所有可分配利润分配给其股东；及

Without the prior written consent of Party A, they shall ensure that the OPCO shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, the OPCO shall immediately distribute all distributable profits to its shareholders; and

- 2.1.15 应甲方的要求，应委任由其指定的任何人士担任运营实体的董事以及/或者罢免在任的运营实体的董事。

At the request of Party A, they shall appoint any persons designated by Party A as directors of the OPCO or replace any existing director(s) of the OPCO.

- 2.1.16 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方行使股权购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfill any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Equity Interest Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfill its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺

Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 未经甲方的事先书面同意，乙方不得出售、转让、抵押或以其他方式处置其拥有的运营实体的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据股权质押协议在该股权上设置的质押则除外；

Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives

any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides;

- 2.2.3 乙方应促使运营实体股东会 and/或董事会不批准在未经甲方的事先书面同意的情况下, 出售、转让、抵押或以其他方式处置乙方拥有的运营实体的股权的任何合法或受益权益, 或允许在其上设置任何担保权益的产权负担, 但根据股权质押协议在该股权上设置的质押则除外;
Party B shall cause the shareholders' meeting and/or the board of directors of the OPCO not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in the OPCO held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with the Share Pledge Agreement;
- 2.2.4 乙方应促使运营实体股东会或董事会不批准在未经甲方的事先书面同意的情况下, 运营实体与任何人合并或联合, 或对任何人进行收购或投资, 以及其他根据本协议的约定需取得甲方事先书面同意的事项;
Party B shall cause the shareholders' meeting or the board of directors of the OPCO not to approve the OPCO's merger or consolidation with any person, or the acquisition of or investment in any person, or other matters that require the prior written consent of Party A under this Agreement, without the prior written consent of Party A;
- 2.2.5 乙方应将发生的或可能发生的关于其拥有的运营实体的股权的任何诉讼、仲裁或行政程序立即通知甲方;
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO held by Party B;
- 2.2.6 乙方应促使运营实体股东会或董事会表决批准本协议规定的被购买的股权的转让并采取甲方可能要求的任何及所有其他行动;
Party B shall cause the shareholders' meeting or the board of directors of the OPCO to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- 2.2.7 为保持其对运营实体的股权的所有权, 乙方应签署所有必要或适当的文件, 采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩;
To maintain Party B's ownership in the OPCO, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.2.8 应甲方的要求, 乙方应委任由甲方指定的任何人士出任运营实体的董事;
Party B shall appoint any designee of Party A as director of the OPCO, at the

request of Party A;

2.2.9 应甲方随时要求，乙方应根据本协议项下的股权购买权向甲方或被指定人立即和无条件地转让其在运营实体的股权，并且乙方在此放弃运营实体的其他任何现有股东进行股权转让时，其享有的优先购买权（如有）；
At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in the OPCO to Party A or its Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and Party B hereby waives its right of first refusal to the share transfer by any of the other existing shareholders of the OPCO (if any);

2.2.10 乙方应严格遵守本协议及乙方、运营实体与甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本协议项下，或本协议相同各方签署的股权质押合同或股权表决权委托协议项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利；及

Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, the OPCO and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests under this Agreement, the Share Pledge Agreement or the Voting Proxy Agreement among the same parties hereto, Party B shall not exercise such rights except in accordance with the written instructions of Party A; and

2.2.11 乙方将其拥有的丙方的股权全部质押给甲方，并签署相关的股权质押协议。

Party B shall pledge to Party A all of its equity interests in Party C and execute the relevant share pledge agreements.

3. 陈述和保证

Representations and Warranties

股东和运营实体特此在本协议签署之日和被购买的股权的每一个转让日向甲方共同及分别陈述和保证如下：

The Shareholders and the OPCO hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

3.1 其具有授权签署和交付本协议和其为一方的、被购买的股权的任何股权转让协议（各称为“**转让协议**”），并履行其在本协议和任何转让协议项下的义务。乙方同意在甲方行使股权购买权时，若甲方要求，签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务，并对其可强制执行；

They have the authority to execute and deliver this Agreement and any equity interest transfer agreement with respect to the Optioned Interests to which they are a party (each, a "Transfer Agreement"), and to perform their obligations under this

Agreement and any Transfer Agreement. Party B agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Equity Interest Purchase Option if requested by Party A. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 若甲方在本协议持续期间提出要求,如乙方尚未作出下列行动,则应促使股份转至甲方和/或甲方指定人士名下,由甲方和/或甲方指定人士根据本协议条款及在本协议条款规限下持有转让股份,及该等转让登记在公司簿册,并办理相关工商登记或备案手续。

On demand made by Party A at any time during the continuance of this Agreement, if Party B has not already done so, they shall procure that the equity and such other equity interest transfer as Party A may stipulate in writing are transferred into the name of Party A and/or its nominee(s) who shall hold the equity upon and subject to the terms of this Agreement and such transfers are registered in the books of the company and relevant registration or filing with the competent industry and commerce authority is completed.

- 3.3 无论是本协议或任何转让协议的签署和交付,还是本协议或任何转让协议项下的义务,均不得:(i)导致对中国的任何适用法律的任何违反;(ii)与运营实体章程、规章或其他组织文件相抵触;(iii)导致对其是一方或对其有约束力的任何合同或文书的违反,或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约;(iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反;或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件;

The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of the OPCO; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在运营实体拥有的股权拥有良好和可出售的所有权。除本协议和股权质押协议外,乙方在该等股权上没有设置任何担保权益;

Party B has a good and merchantable title to the equity interests in the OPCO it holds. Except for this Agreement and the Share Pledge Agreement, Party B has not placed any security interest on such equity interests;

- 3.5 运营实体对其所有资产拥有良好和可出售的所有权。除甲方、乙方和运营实体于本协议签署之日签署的独家资产购买权协议外,上述资产上没有设置任何担保权益;

The OPCO has a good and merchantable title to all of its assets, and except for the Exclusive Asset Option Agreement executed among Party A, Party B and the OPCO as of the date hereof, the OPCO has not placed any security interest on the aforementioned assets;

- 3.6 运营实体没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；
The OPCO does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 3.7 如果运营实体应中国法律要求解散或清算，其应在中国法律许可的范围内，并按中国法律允许的最低价格将其所有的资产出售予甲方或甲方指定的其他合格主体。该运营实体在届时有效的中国法适用范围内豁免甲方或其指定之合格主体因此而产生的任何支付义务；或任何该交易产生之收益应在届时有效的中国法适用的范围内，作为独家业务合作协议下之服务费之一部分而支付予甲方或甲方指定的合格主体；
If the laws of PRC requires it to be dissolved or liquidated, a OPCO shall sell all of its assets to the extent permitted by the laws of PRC to Party A or another qualifying entity designated by Party A, at the lowest selling price permitted by applicable laws of PRC. Any obligation for Party A or the qualifying entity designated by Party A to pay the OPCO as a result of such transaction shall be forgiven by the OPCO or any proceeds from such transaction shall be paid to Party A or the qualifying entity designated by Party A in partial satisfaction of the service fees under the Exclusive Business Corporation Agreement, as applicable under then-current laws of PRC;
- 3.8 运营实体遵守适用的中国所有法律和法规；及
The OPCO has complied with all laws and regulations of China; and
- 3.9 没有悬而未决的或可能发生的与在运营实体的股权、资产或运营实体有关的诉讼、仲裁或行政程序。
There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in the OPCO, assets of the OPCO or the OPCO.
- 3.10 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人（“**指定受让人**”）将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期
Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任
Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外，如果一方(“**违约方**”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“**受损害方**”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因违约方行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务，运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.

- 5.3 除法律明确规定外，股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. **管辖法律、争议解决和法律变更**

Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC ") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一

方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定,仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定各方进行清算。仲裁裁决生效后,任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定,作为财产保全或执行措施,经争议一方请求,具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下,向争议一方提供临时性救济措施。受限于中国法律的规定,(i) 香港,(ii) 开曼群岛,(iii) 运营实体的注册成立地(即中国云南);及(iv) 最终控股股东或运营实体主要资产所在地的法院,对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of the Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Yunnan, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. 税款和费用

Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易,支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection

with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. **通知**
Notices

8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

8.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。
Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

8.2 为通知的目的，各方地址如下：
For the purpose of notices, the addresses of the Parties are as follows:

公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海雄国企业管理有限公司
Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.

地址: 中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 西双版纳商品交易中心股份有限公司
Company: Xishuangbanna Commodity Trading Center Co., Ltd.
地址: 云南省西双版纳傣族自治州景洪市勐海路 74 号
Address: No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁

Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 8.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. **保密责任**
Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. **进一步保证**

Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件,以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. 其他

Miscellaneous

11.1 修订、更改与补充

Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充,均须经所有各方签署书面协议。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见,或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化,各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 完整合同

Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外,本协议应构成本协议各方就本协议标的物所达成的完整协议,并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分,并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 标题

Headings

本协议的标题仅为方便阅读而设,不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to

interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 语言
Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由甲方持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Party A having the others; each counterpart has equal legal validity.

11.5 可分割性
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 继任者
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 继续有效
Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。
The provisions of Sections 6, 8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 转让
Assignment

未经甲方的事先书面同意, 股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意, 甲方可以通过向乙方和丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务, 而无需经过乙方、运营实体或任何股东的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B and Party C but without the consent of Party B, the OPCO or any Shareholder.

11.10 弃权
Waivers

任何一方均可以对本协议的条款和条件作出弃权, 但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.



签署:

By:

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海雄国企业管理有限公司
Shanghai Xiongguo Corporation Management Co., Ltd.

签署：

By:

姓名： GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务： 法定代表人

Title: Legal Representative

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.



签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

西双版纳商品交易中心股份有限公司

Xishuangbanna Commodity Trading Center Co., Ltd.

签署：

By:

姓名： 李正宇

Name: Li Zhengyu

职务： 法定代表人

Title: Legal Representative

日期： 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署：

By:

姓名：王仕永

Name: Wang Shiyong

职务：法定代表人

Title: Legal Representative

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）

Linzhi Jinsheng Investment Management Limited Partnership

签署：

By: _____

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

A handwritten signature in black ink, appearing to be 'Yang Xuelian', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be '石京魁', written over a horizontal line. The signature is stylized and cursive.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

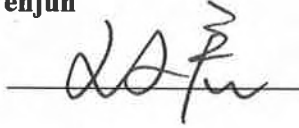
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署:

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家股权购买权协议，以昭信守。

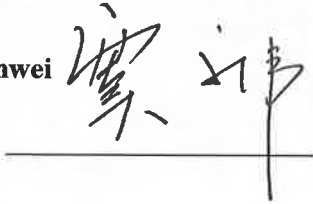
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Equity Interest Option Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

附录
Appendix
股权转让协议样式
Form of Equity Interest Transfer Agreement

股权转让协议
Equity Interest Transfer Agreement

本协议由下述当事人于【】年【】月【】日签署：
THIS AGREEMENT is made on the 【】 day of 【】 BETWEEN:

甲方（转让方）：上海雄国企业管理有限公司、上海惠康信息技术有限公司
Party A (Transferor): Shanghai Xiongguo Corporation Management Co., Ltd.; Shanghai Huikang Information Technology Co., Ltd.

乙方（受让方）：未鲲（上海）科技服务有限公司
Party B (Transferee): Weikun (Shanghai) Technology Service Co., Ltd.

西双版纳商品交易中心股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为云南省西双版纳傣族自治州景洪市勐海路 74 号（“公司”）。

Xishuangbanna Commodity Trading Center Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan ("**Company**");

甲方、乙方以及公司已于【】年【】月【】日签署独家股权购买权协议，由甲方授予乙方一项购买甲方所持有的全部或部分公司股权的不可撤销的、专有的选择权（“**购买权协议**”）；

Party A, Party B and the Company entered into an Exclusive Equity Interest Option Agreement dated 【】, whereby Party B is granted an irrevocable, exclusive option to purchase all or part of the equity interests owned by Party A in the Company ("**Option Agreement**").

甲乙双方经过友好协商，就公司股权转让事宜，达成协议如下：

Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the equity interest of the Company upon and subject to the following terms and conditions:

第1条 拟转让的股权

Clause 1 Equity Interest to Be Transferred

- 1.1 在本协议以及购买权协议的条款和条件下，甲方同意将自己所持有公司_____%的不存在任何第三方权益（购买权协议以及甲方、乙方、公司及其他相关方于【】年【】月【】日签署的股权质押协议（“**股权质押协议**”）约定的权益除外）股权及其在本协议日期所附带的所有权利、收益、股息及权益（“**转让股权**”）转让给乙方。股权转让完成后，乙方将获得公司_____%的股份，享有股东权利，包括更换董事、选择高级管理者和经营决策等权利。

Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer _____% of the equity interest free from any third party rights (except as agreed by Parties under the Option Agreement and the Share Pledge

Agreement ("Share Pledge Agreement") executed on 【 】 between Party A, Party B, the Company and other parties thereto) in the Company which it currently holds and all rights, benefits, dividends and entitlements attaching thereto as at the date of this Agreement ("Sale Equity Interest") to Party B, in each case, subject to the performance of the Option Agreement and the Share Pledge Agreement, free of encumbrances and together with all rights, benefits, dividends and entitlements attaching thereto at the date of this Agreement. Upon completion, Party B shall hold _____% of the equity interest in the Company, be entitled to the shareholders' rights such as change directors, electing senior management and making decisions on the business operations, etc.

- 1.2 甲方在此放弃、且同意促成放弃，在适用的中国法律、公司章程或其他规定下可能存在的对股权转让的任何限制。

Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of equity interest under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 价格及支付方式

Clause 2 Consideration and Payment

- 2.1 转让股权的转让总价为_____人民币。

The aggregate consideration for the transfer of the Sale Equity Interest shall be RMB _____.

- 2.2 乙方支付的股权价格，应在转让股权正式转让至乙方名下之日（即公司换发新的企业营业执照之日）起两个月内，以人民币现汇至甲方指定账户。

Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the date on which the Sale Equity Interest is officially transferred to Party B (i.e. a new Enterprise Business License of the Company is issued).

第3条 双方责任和义务：

Clause 3 Responsibilities and Obligations of Both Parties

- 3.1 甲方责任和义务

Responsibilities and Obligations of Party A

- (a) 除履行购买权协议和股权质押协议外，甲方保证其向乙方转让的股权之上不存在任何第三方权益，且附带有在本协议日期的所有权利、收益、股息及权益，无法律瑕疵，可以对抗任何第三人。

Except for the performance of the Option Agreement and the Share Pledge Agreement, Party A represents and warrants to Party B that its proportion of the Sale Equity Interest to be transferred to Party B are free of encumbrances and are together with all rights, benefits, dividends and entitlements attaching thereto at the date of this Agreement, which are free of legal defects and can be claimed against any third party.

- (b) 甲方在本协议日期之后的 30 日以内，将办理、并/或促使公司办理向中国有关部门申请本次股权转让之审批及变更登记等有关手续，以使本协议拟定的股权变更生效（若适用）。甲方将尽最大的努力尽快办理并在尽

可能短的时间内获得这样的批准和登记。

Party A shall, within 30 days of the date of this Agreement, make and/or procure the Company to make the necessary applications to the relevant PRC authorities for all necessary approvals and registrations to effect the transfer of Sale Equity Interest contemplated by this Agreement (if applicable).

Party A shall use its best endeavors to expedite the process and obtain all such approvals and registrations within the shortest time possible.

3.2 乙方责任和义务

Responsibilities and Obligations of Party B

- (a) 按照本协议第二条之规定向甲方足额支付价款。

Party B shall make full payment of the consideration for the Sale Equity Interest to Party A in accordance with Clause 2 of this Agreement.

- (b) 向甲方提供办理第 3.1(b)条中提到的本次股权转让手续的合理协助。

Party B shall provide Party A with all such assistance as may be reasonably required for the making of the applications for the transfer of the Sale Equity Interest referred to in Clause 3.1(b).

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for

breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 权利与义务

Clause 6 Rights and Obligations

股权转让之前，甲方作为公司股东将按其在公司出资份额享受权利承担义务；股权转让完成之后，乙方作为公司的股东将享受权利和承担义务。

Before the sale and purchase of the Sale Equity Interest is completed, Party A shall enjoy all rights and assume all liabilities as shareholder of the Company in proportion to its equity interests in the Company. After the sale and purchase of the Sale Equity Interest is completed, Party B shall enjoy all rights and assume all liabilities as shareholder of the Company.

第7条 管辖法律和争议的解决

Clause 7 Governing Law and Disputes Resolution

- 7.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 7.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如

果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响), 各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准; 以及 (b) 如果由于上述法律变更或新颁布的规定, 任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响, 各方应利用所有合法的途径取得对遵守该变更或规定的豁免, 尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决, 受影响一方通知其他方后, 各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改, 以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定, 仲裁庭可以就乙方的股份或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后, 任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定, 作为财产保全或执行措施, 经争议一方请求, 具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下, 向争议一方提供临时性救济措施。受限于中国法律的规定, (i) 香港, (ii) 开曼群岛, (iii) 公司的注册成立地(即中国云南); 及 (iv) 最终控股股东或公司主要资产所在地的法院, 对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of the Company (i.e. Yunnan, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

第8条 手续费及其他费用
Clause 8 Formality and Other Costs

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第9条 协议的转让

Clause 9 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方，除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方，但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第10条 协议的分割性

Clause 10 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第11条 协议的修改补充

Clause 11 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第12条 通知

Clause 12 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第13条 其它

Clause 13 Miscellaneous

13.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only.

In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

- 13.2 本协议正本一式____份，双方各持 1 份，具有同等的法律效力。
This Agreement shall be executed in ____ counterparts, with each Party having one original with equal legal validity.
- 13.3 本协议自双方签字之日起生效。
This Agreement shall take effect upon the signing by the Parties.

[以下无正文]
[The space below is intentionally left blank.]

本页无正文，为《股权转让协议》之签署页。

上海雄国企业管理有限公司

签署：_____

姓名： GIBB GREGORY DEAN

职务： 法定代表人

日期： 年 月 日



本页无正文，为《股权转让协议》之签署页。

上海惠康信息技术有限公司

签署：_____

姓名： 钟毅

职务： 法定代表人

日期： 年 月 日



本页无正文，为《股权转让协议》之签署页。

未鲲（上海）科技服务有限公司

签署：_____

姓名： YONG SUK CHO

职务： 法定代表人

日期： 年 月 日



独家资产购买权协议
Exclusive Asset Option Agreement

本独家资产购买权协议（下称“本协议”）由以下各方于 2023 年 02 月 01 日在上海签署：

This **Exclusive Asset Option Agreement** (this “**Agreement**”) is executed by and among the following Parties as of **Feb 01**, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“**甲方**”）。甲方的股权由陆金所控股有限公司（“**最终控股股东**”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party A**"). The equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“**平安金科**”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“**上海兰帮**”）。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐经济技术开发区厦门路 21 号四楼 46 号（“**新疆同君**”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“**林芝金生**”，与平安金科、上海兰帮、新疆同君合称为“**直接股东**”或“**乙方**”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**LinzhiJinsheng**"; PinganJinke, Shanghai Lanbang, Xinjiang Tongjun and LinzhiJinsheng, together as the "**Direct Shareholders**" or "**Party B**").

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“**丙方**”或“**运营实体**”）。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4,

No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party C**" or the "**OPCO**")

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东与直接股东以下合称“**股东**”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为丙方登记在册的合法股东，合计持有丙方 100% 的资产：

The Direct Shareholders are the registered shareholders of Party C, and collectively hold 100% of the assets of Party C.

丙方有意授予甲方一项购买其所持有的全部资产的不可撤销的、专有的选择权；

Party C intends to grant Party A an irrevocable and exclusive right to purchase all the assets then held by Party C;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）；并且 The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

股东同意就甲方行使此等资产购买权（定义见下述）给予一切必要的配合。

The Shareholders agree to render all necessary cooperation to the exercise of the Assets Purchase Option (as defined below) by Party A.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 资产买卖
Sale and Purchase of Assets

1.1 授予权利
Option Granted

- 1.1.1 丙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权，使甲方在中国法律允许的前提下，有权自行决定步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从丙方购买，或指定一人或多人(各称为“被指定人”)从丙方购买其全部或部分资产(“**资产购买权**”)。受限于本协议的条款和条件，在中国法律法规允许的情况下，甲方拥有绝对的自由裁量权来决定其行使资产购买权(“**行权**”)的具体时间、方式和次数。除甲方和被指定人外，任何第三人均不得享有资产购买权或其他与丙方资产有关的权利。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party C hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "**Designee**") to purchase the assets then held by Party C once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "**Assets Purchase Option**"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Assets Purchase Option or other rights with respect to the assets of Party C. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

- 1.1.2 各股东及运营实体在此同意和确认丙方根据本协议第 1.1.1 条的规定授予甲方该资产购买权并承诺将采取所有必要行动促使丙方履行其在本协议项下的所有义务，包括但不限于，通过任何丙方向甲方或被指定人转让丙方的资产或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and OPCO hereby agree and confirm on Party C's grant of the Assets Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party C to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party C to transfer any Assets of Party C to Party A or a Designee or to perform any other obligations under this Agreement.

1.2 资产购买权行使步骤
Steps for Exercise of Assets Purchase Option

甲方行使其资产购买权以符合中国法律和法规的规定为前提。甲方行使资产购买权时，应向丙方发出书面通知(“**资产购买通知**”)，资产购买通知应载明以下事项：(a)甲方行使资产购买权的决定；(b)甲方拟从丙方购买的资产范围(“**被购买的资产**”)；和(c) 被购买的资产的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Assets Purchase Option by issuing a written notice to Party C (the "**Assets Purchase Option Notice**"), specifying: (a) Party A's decision to exercise the Assets Purchase Option; (b) the portion of assets to be purchased from Party C (the "**Optioned Assets**"); and (c) the date for purchasing the Optioned Assets and/or the date for transfer of the Optioned Assets.

1.3 资产买价及其支付

Assets Purchase Price and Its Payment

除甲方行权时中国法律要求评估外，被购买的资产的买价(“**资产买价**”)应是相关资产的账面净值或届时中国法律所允许的最低价格中的较高者。在依据中国法律对资产买价进行必要的税务代扣代缴(如适用)以后，资产买价由甲方在被购买的资产正式转让至甲方名下并且甲方签署相关资产交接单起两个月内，以人民币现汇至丙方指定账户。资产买价应在丙方收到之日起一个月内全额返还给甲方或被指定人。

Unless an appraisal is required by the laws of China applicable to the Assets Purchase Option when exercised by Party A, the purchase price of the Optioned Assets (the "**Assets Purchase Price**") shall be the higher of the net book value of the Optioned Assets and the lowest price permitted under PRC law. After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Assets Purchase Price will be wired by Party A in RMB currency at spot exchange rate to the bank account(s) designated by Party C within two months after the Optioned Assets are officially transferred to Party A and Party A executes the relevant asset receipt note. The Assets Purchase Price shall be returned in full to Party A or its designee(s) within one month upon Party C's receipt of it.

1.4 转让被购买的资产

Transfer of Optioned Assets

甲方每次行使资产购买权时：

For each exercise of the Assets Purchase Option:

- 1.4.1 直接股东应及时召开丙方的股东会会议，在该会议上，应通过决议，批准丙方向甲方和/或被指定人转让被购买的资产。股东应采取所有必要行动促使此等股东决议的通过；

The Direct Shareholders shall promptly convene a shareholder's meeting of Party C, at which a resolution shall be adopted approving Party C's transfer of the Optioned Assets to Party A and/or the Designee(s). The Shareholders shall take all necessary actions to procure such shareholder's resolution to be passed;

- 1.4.2 丙方应与甲方和/或被指定人(取适用者)按照本协议及资产购买通知的规定，就每次转让签署格式和内容如本协议附录所示的资产转让协议；

Party C shall execute an asset transfer agreement (in the form set out in the Appendix hereto) with respect to each transfer with Party A and/or each

Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Assets Purchase Option Notice regarding the Optioned Assets;

- 1.4.3 股东和丙方应签署所有其他必要合同、协议或文件，取得或协助甲方取得全部必要的政府执照、许可和登记（若适用），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的资产的有效所有权转移给甲方和/或被指定人并促使甲方和/或被指定人成为被购买的资产的登记在册所有人（若适用）。为本款及本协议的目的，“**担保权益**”包括担保、抵押、第三方权利或权益，任何收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议项下产生的任何担保权益。

The Shareholders and Party C shall execute all other necessary contracts, agreements or documents, obtain or assist Party A to obtain all necessary government licenses, permits and registrations (if applicable) and take all necessary actions to transfer valid ownership of the Optioned Assets to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Assets (if applicable). For the purpose of this Section and this Agreement, "**security interests**" shall include securities, mortgages, third party's rights or interests, any acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest arising from this Agreement.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和丙方在此分别并连带地承诺：

The Shareholders and Party C hereby jointly and severally covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；

Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

- 2.1.2 按照良好的财务和商业标准及惯例，保持丙方的存续，审慎地及有效地经营丙方业务和处理其事务，并且促使丙方履行其在独家业务合作协议项下的义务；本款及本协议所规定的“**独家业务合作协议**”指甲方及丙方于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向丙方提供相关的业务支持、技术服务和咨询服务；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement; "**Exclusive Business Cooperation Agreement**" in this Section and this

Agreement refers to the exclusive business cooperation agreement executed by Party A and Party C on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to Party C;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenue of Party C, or allow the encumbrance thereon of any security interest, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.4 未经甲方的事先书面同意，丙方不发生、继承、保证或允许存在任何债务，但(i)在日常经营活动中而不是通过贷款产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；

Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 2.1.5 一直在日常经营活动中运营丙方的所有资产，以保持丙方的资产价值，不进行可能影响其资产价值的任何作为/不作为；

They shall always operate all of Party C's assets during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's asset value;

- 2.1.6 应甲方的要求，向其提供所有关于丙方的资产状况和价值的资料；

They shall provide Party A with information on the status and value of Party C's assets at Party A's request;

- 2.1.7 未经甲方的事先书面同意，不得促使丙方签署任何重大合同(就本段而言，如果一份合同的价值超过人民币 10 万元，即被视为重大合同)，但在日常经营活动中签署的合同除外；

Without the prior written consent of Party A, they shall not cause Party C to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts in the ordinary course of business;

- 2.1.8 未经甲方的事先书面同意，不得促使丙方向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit or guarantee in any form, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.9 如甲方提出要求，应从甲方接受的保险公司处购买和持有有关丙方资产的保险，该保险的金额和险种应与经营丙方类似业务的公司一致；
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by Party C;
- 2.1.10 未经甲方的事先书面同意，不得促使或允许丙方与任何人合并或联合，或对任何人进行收购或投资，或促使或允许丙方出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外)；
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person, and/or cause or permit Party C to sell assets with a value higher than RMB 100,000(other than financial service transactions conducted by the OPCO in its ordinary course of business);
- 2.1.11 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对丙方的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施；
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue and any circumstances that may adversely affect Party C's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;
- 2.1.12 为保持丙方对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defences against all claims;
- 2.1.13 未经甲方事先书面同意，应确保丙方不得以任何形式派发股息予其股东，但一经甲方书面要求，丙方应立即将所有可分配利润分配给其股东；
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 应甲方的要求，应委任由其指定的任何人士担任丙方的董事以及/或者罢免在任的丙方的董事；及
At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C or replace any existing director(s) of Party C; and
- 2.1.15 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方

行使资产购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfil any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Assets Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfil its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺 Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 股东应促使丙方股东会或董事会表决批准本协议规定的被购买的资产的转让并采取甲方可能要求的任何及所有其他行动。

The Shareholders shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Assets as set forth in this Agreement and to take any and all other actions that may be requested by Party A.

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favour of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides.

- 2.2.3 股东应严格遵守本协议及其与丙方和甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。

The Shareholders shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among the Shareholders, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof.

- 2.2.4 股东应促使直接股东或丙方董事会否决任何在未经甲方事先书面同意的情形下，根据本协议应事先取得甲方事先书面同意的事项的决议。

The Shareholders shall cause the Direct Shareholders or the board of directors of Party C to vote against any resolution intending to proceed with any matter requiring Party A's prior written consent according to this Agreement without such written consent being obtained from Party A.

3. **陈述和保证**
Representations and Warranties

股东和丙方特此在本协议签署之日和被购买的资产的每一个转让日向甲方共同及分别陈述和保证如下：

Shareholders and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Assets, that:

- 3.1 其具有授权签署和交付本协议和其为一方的、被购买的资产的任何资产转让协议(各称为“**转让协议**”), 并履行其在本协议和任何转让协议项下的义务。丙方同意在甲方行使资产购买权时, 签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务, 并对其可强制执行; They have the authority to execute and deliver this Agreement and any asset transfer agreement with respect to the Optioned Assets to which they are a party (each, a "**Transfer Agreement**"), and to perform their obligations under this Agreement and any Transfer Agreement. Party C agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Assets Purchase Option. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- 3.2 无论是本协议或任何转让协议的签署和交付, 还是本协议或任何转让协议项下的义务, 均不得: (i)导致对中国的任何适用法律的任何违反; (ii)与丙方章程、规章或其他组织文件相抵触; (iii)导致对其是一方或对其有约束力的任何合同或文书的违反, 或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约; (iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反; 或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件; The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
- 3.3 丙方对其所有资产拥有良好和可出售的所有权, 并且除本协议外, 在上述资产上没有设置任何担保权益; Party C has a good and merchantable title to all of its assets, and except for this Agreement, Party C has not placed any security interest on the aforementioned assets;

- 3.4 丙方没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；
Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 3.5 丙方遵守适用的中国所有法律和法规；
Party C has complied with all laws and regulations of China;
- 3.6 没有悬而未决的或可能发生的与在丙方的资产或丙方有关的诉讼、仲裁或行政程序；及
There are no pending or threatened litigation, arbitration or administrative proceedings relating to the assets of Party C or Party C; and
- 3.7 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期 **Effectiveness and Term**

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任 **Liability for Breach of Agreement**

- 5.1 除本协议其他条款规定外,如果一方(“**违约方**”)未履行其在本协议项下某项义务或以其他方式对本协议构成违反,则其他方(“**受损害方**”)可以:(a) 向违约方发出书面通知,说明违约性质以及范围,并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”);并且(b) 如果违约方未在补救期内予以补救,则受损害方有权要求违约方承担因违约方行为所导致的一切责任,并且赔偿其违约行为给受损害方造成的一切实际经济损失,包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用,诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfil its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务,运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.
- 5.3 除法律明确规定外,股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. 管辖法律、争议解决和法律变更 Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜,应受国际法律原则和惯例管辖。
The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.
- 6.2 如果因解释和履行本协议发生任何争议,各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议

的解决达成一致,则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行,仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时,除争议的事项外,本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后,如果在任何时候,任何中国法律、法规或规章的颁布或改变,或对该等法律、法规或规章的解释或适用的改变;应适用以下约定:(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响),各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准;以及(b) 如果由于上述法律变更或新颁布的规定,任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响,各方应利用所有合法的途径取得对遵守该变更或规定的豁免,尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决,受影响一方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定各方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国上海）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. **税款和费用**
Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. **通知**
Notices

- 8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

8.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

8.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址： 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人： 法定代表人
Attn: Legal Representative

公司： 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址： 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址： 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人： 法定代表人
Attn: Legal Representative

公司： 林芝金生投资管理合伙企业（有限合伙）
Company: LinzhiJinsheng Investment Management Limited Partnership
地址： 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人： 法定代表人
Attn: Legal Representative

公司: 上海雄国企业管理有限公司
Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路1333号4层0401室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路288号3号楼1603室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街3号中国电子大厦B座10层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路5047号深圳发展银行大厦15楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路8号锦锻之滨5栋2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 8.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. **保密责任**
Confidentiality

各方承认,其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密,而在未得到其他各方书面同意前,其不得向任何第三方披露任何有关资料,除下列情况外:(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露);(b)适用法律或任何证券交易所的规则或规定要求披露之资料;或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料,而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露,该一方应对违反本协议承担法律责任。无论本协议以任何理由终止,本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. **进一步保证**
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件, 以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. **其他**
Miscellaneous

11.1 **修订、更改与补充**
Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充, 均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见, 或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化, 各方应据此对本协议进行修订。
If the Stock Exchange of Hong Kong Limited (“SEHK”) or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 **完整合同**
Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分，并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 标题 Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 语言 Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由甲方持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Party A having the others; each counterpart has equal legal validity.

11.5 可分割性 Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 **继任者**
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。
This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 **继续有效**
Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。
Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。
The provisions of Sections 6, 8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 **转让**
Assignment

未经甲方的事先书面同意, 运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意, 甲方可以通过向丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务, 而无需经过任何股东或运营实体的同意。
The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party C but without the consent of any Shareholder or the OPCO.

11.9 **弃权**
Waivers

任何一方均可以对本协议的条款和条件作出弃权, 但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]
[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

未覬（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署:

By:

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署：

By:

姓名：王仕永

Name: Wang Shiyong

职务：法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzi Jinsheng Investment Management Limited Partnership

签署：

By: _____

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

日期： 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海雄国企业管理有限公司

Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

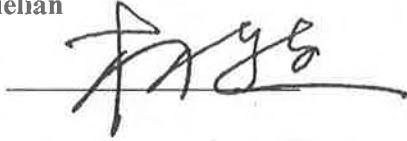
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署:

By:

A handwritten signature in black ink, appearing to be 'Yang Xuelian', written over a horizontal line.

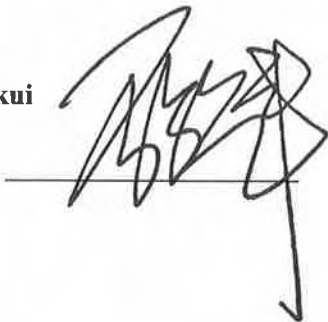
有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

石京魁
Shi Jingkui

签署：

By:

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

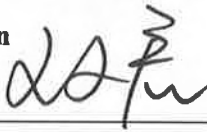
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。


IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

附录
Appendix
资产转让协议样式
Form of Asset Transfer Agreement

资产转让协议
Asset Transfer Agreement

本协议由下述当事人于【】年【】月【】日签署：
THIS AGREEMENT is made on the day of(DD)(MM), (YY)BETWEEN:

甲方（转让方）：上海雄国企业管理有限公司
Party A (Transferor) : Shanghai Xiongguo Corporation Management Co., Ltd.

乙方（受让方）：未鲲（上海）科技服务有限公司
Party B (Transferee): Weikun (Shanghai) Technology Service Co., Ltd.

甲方为一家在中国境内合法成立并有效存续的公司，其资产包括但不限于：硬件设备、办公用具及用品、软件著作权、商标、专利、技术诀窍（KNOW-HOW）、域名、人力资源、合同、软件、用户数据库、各类资质、现金及股权和债务利益；

Party A is a company duly organized and existing in the PRC, whose assets include but not limited to hardware equipment, office utilities, software copyright, trademarks, patents, know-how, domains, human resources, contracts, software, client data base, various qualifications, cash and equity or debt interests;

本协议称之“**资产**”，是指甲方于本协议签署时所拥有的中国法律所允许转让的上述全部或部分资产，资产清单见附件；

"**Assets**" hereunder refers to all or part of the aforesaid assets owned by Party A and transferrable under PRC law as of the date hereof, the list of which is attached hereto;

甲方及其登记在册的合法股东深圳平安金融科技咨询有限公司、上海兰帮投资有限责任公司、新疆同君股权投资有限合伙企业、林芝金生投资管理合伙企业（有限合伙）以及乙方已于【】签署独家资产购买权协议，由甲方授予乙方一项购买甲方所持有的全部或部分资产的不可撤销的、专有的选择权（“**购买权协议**”）；

Party A, its duly registered shareholder, Shenzhen Pingan Financial Technology Consultation Company, Shanghai Lanbang Investment Company, Xinjiang Tongjun Equity Investment Limited Partnership, Linzhi Jinsheng Investment Management Limited Partnership And Party B entered into an Exclusive Asset Option Agreement dated 【】 , whereby Party A grants to Party B an irrevocable, exclusive option to purchase all or part of the assets owned by Party A ("**Option Agreement**").

甲乙双方经过友好协商，就资产转让事宜，达成协议如下：

Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the Assets upon and subject to the following terms and conditions:

第1条 资产转让
Clause 1 Assets to Be Transferred

- 1.1 在本协议及购买权协议的条款和条件下,甲方同意将其持有的全部资产转让给乙方,乙方同意购买全部资产。
Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer all Assets it holds to Party B, and Party B agrees to purchase all Assets.
- 1.2 资产的转让总价为_____人民币。
The aggregate consideration for the transfer of the Assets shall be RMB_____.
- 1.3 甲方在此放弃、且同意促成放弃,在适用的中国法律、公司章程或其他规定下可能存在的对资产转让的任何限制。
Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of Assets under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 交割及价款支付

Clause 2 Closing and Consideration Payment

- 2.1 甲方应当于本协议签署后_____个工作日内将资产转让给乙方(“交割期”)。
Party A shall transfer the Assets to Party B within _____business days of the date hereof ("Closing Period").
- 2.2 甲方应使得资产在交割期内完成所有必要的变更登记和政府批准,以使本协议拟定的资产转让生效(若适用)。甲方将尽最大的努力尽快办理并在尽可能短的时间内获得前述登记和批准。
Party A shall, within the Closing Period, complete all necessary registrations and governmental approvals to effect the transfer of Assets contemplated by this Agreement (if applicable). Party A shall use its best endeavours to expedite the process and obtain all such registrations and approvals within the shortest time possible.
- 2.3 甲方应当采取所有必要的措施并与乙方充分合作以保障乙方获得资产的完整的利益,并应当签署所有相关的文件,采取相关的措施(或要求其他相关的第三方签署相关文件及采取相关措施)使得乙方获得所有必要的或适当的权利和权益。
Party A shall take all necessary actions and render full cooperation with Party B to secure Party B's full entitlements to the Assets. Party A shall execute all necessary documents and take all relevant measures (or procure other relevant third party to do so) so that Party B is entitled to all necessary or appropriate rights and interests.
- 2.4 甲乙双方对于拟转让的知识产权的交割作出如下约定:
Party A and Party B agree on the closing of the intellectual property rights to be transferred as follows:
- (a) 对于根据中国法律或其它相关国家法律应具有权属证明的知识产权,甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理,并办理相关的权属变更登记手续。
As regards the intellectual property rights where title certificates are applicable under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration all the technical data, existing

or stored in any media in whatever form, in connection with the intellectual property rights and deal with the required formalities to alter the title registration.

- (b)对于根据中国法律或其它相关国家法律不具有或无需办理权属证明的知识产权,甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理及实益拥有,甲乙双方应签署知识产权交割证明,该证明应列明甲方所交付的知识产权清单。前述交割完成后,即视为知识产权交割证明所列的所有知识产权的所有权利即属于乙方全部实益拥有。甲方对相关知识产权不再享有任何产权利益或权益。

As regards the intellectual property rights where title certificates are not applicable or not required under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration, and make Party B the legal and beneficiary owner of, all the technical data, existing or stored in any media in whatever form, in connection with the intellectual property rights; and Party A and Party B shall execute an intellectual property closing certificate to reflect the intellectual property rights delivered by Party A. Upon the completion of the aforesaid closing, all the rights to all the intellectual property rights listed in the closing certificate are deemed to be legally and beneficially owned by Party B and Party A shall no longer have any title interests or rights to or in such intellectual property rights.

- (c)有关甲方今后基于上述已转让知识产权开发或取得的知识产权资产,甲方在此承诺将以人民币一元或法律所允许的最低价格转让给乙方。若因法律或政策的原因而无法实现直接转让,甲方在此承诺授予乙方有关该知识产权的永久的、无须支付使用费的世界范围的独家使用权。

Party A hereby undertakes to transfer to Party B all the intellectual property rights hereafter developed or acquired based on the abovementioned transferred intellectual property rights at a transfer price of RMB 1 or the minimum price to the extent permitted by law. Where direct transfer is not viable due to legal or policy restrictions, Party A hereby undertakes to grant Party B a permanent, royalty-free, worldwide, exclusive license to use the intellectual property rights.

- 2.5 就甲方转让在交割前雇佣的,与其转让给乙方的业务相关的全部及/或主要员工,甲方应当与该类员工签署令乙方满意的协议以解除对该类员工的雇佣(“**解除劳动合同**”),乙方应当与此类员工签署新的雇佣协议。前述解除雇佣的协议与新订立的雇佣协议自交割日(见下文定义)起生效。

With respect to the transfer of employees Party A wholly and /or mainly employed prior to closing in the business to be transferred to Party B, Party A shall enter into employment termination agreements with such employees to the satisfaction of Party B with effect from the Closing Date (as defined below) ("**Employment Termination Contracts**"), and Party B shall enter into employment agreements with such employees to its satisfaction with effect from the Closing Date.

- 2.6 在满足交割与第三方的同意的前提下,甲方应当在交割日向乙方转移及转让在交割日时存在的与其转让给乙方的业务相关的与第三方签署的全部合同(“**转让合同**”),且乙方接受此等转移及转让。甲方应于交割前尽最大努力取得为使前述转让生效所需的全部第三方同意。

Subject to the closing and subject to the applicable third party's consents, on the Closing Date, Party A shall transfer and assign to Party B all contracts with third

parties existing at the Closing Date which are attributable to the business ("**Assumed Contracts**") to be transferred to Party B with effect as of the Closing Date which transfer and assignment Party B hereby agrees to accept. Prior to closing, Party A shall use best efforts to obtain the third party's consents required to effect the aforesaid transfer.

- 2.7 甲方应当将资产随同一切相关证明文件一并交付至乙方,乙方应当对甲方交付的资产及一切相关证明文件进行验收和审查,查收无误后,乙方应当在资产的交接单上签字。乙方在交接单上签字即为资产交付至乙方,签字日期即为资产所有权交付至乙方的日期(即“交割日”)。为避免疑问,前述相关证明文件包括但不限于解除雇佣合同及转让合同。

Party A shall deliver to Party B the Assets as well as applicable certificates. Party B shall inspect the Assets and all the certificates and, if the delivery is proper, sign the Asset receipt note. The signing of the Asset receipt note by Party B constitutes the delivery of the Assets to Party B and the date thereof is the date of the transfer of the title to the Assets to Party B ("**Closing Date**"). For the avoidance of doubt, the aforesaid applicable certificates include but not limited to Employment Contracts and Assumed Contracts.

- 2.8 乙方支付的资产价款,应在交割日后两个月内,以人民币现汇至甲方指定账户。Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the Closing Date.

第3条 陈述及保证

Clause 3 Representations and Warranties

- 3.1 甲方的陈述及保证:

Party A represents and warrants that:

- (a) 甲方是按照中国法律合法注册并有效存续的一家公司。

It is a company duly registered and validly existing under PRC laws.

- (b) 甲方在其公司权力和营业范围之内签署并履行本协议,已经过必要的公司授权,并已取得第三方和政府部门的同意及批准,不违反对其具有约束力或有影响的法律或合同限制。

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c) 本协议一经签署即构成对甲方合法、有效、有约束力、执行力的法律文件。

This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

- (d) 甲方有权力或具有公司之授权作出本协议项下资产之转让,其对资产拥有完整的所有权,且除履行购买权合同外,资产并不存在租赁、留置、抵押、担保或其他负担。并且目前不存在任何可能对乙方根据本协议接受资产并对资产享有所有权造成失效或不利影响的情况或事件,包括但不限于涉及任何诉讼、仲裁、被行政或司法当局扣押、查封或扣留等。

It has the power or corporate authority to make the Assets transfer hereunder, and fully owns the Assets. Subject to performance of the Option Agreement, the Assets are free from lease, lien, mortgage, guarantee or any other encumbrances. No circumstances or events including but not limited to involvement of any lawsuit, arbitration, or administrative or judicial detention, seizure or custody exist, which may render invalid or have adverse effects on the acceptance of the Assets by Party B hereunder and Party B's enjoyment of the ownership to the Assets.

- (e) 甲方对与资产有关的知识产权拥有全部、充分和完整的权利，该等知识产权上未有任何留置权、抵押权、质押权或其它任何第三方权利的影响和制约。

It has all, full and sufficient rights to the intellectual property rights in connection with the Assets and such intellectual property rights are free from and not subject to any and all liens, mortgage, pledge or any other third party rights.

- (f) 甲方保证本协议的签署不违反法律规定并在其权利能力和行为能力之内，甲方签署本协议不会违反甲方与任何第三方签署的协定、合同、备忘录、意向书等，甲方签署本协议的行为也不会给甲方带来任何不利于甲方的后果。

It does not violate any law by, and is authorized and capable of, signing this Agreement. The execution of this Agreement is not in violation of any agreement, contract, memorandum, letter of intention entered into by it and any third party and will not have any adverse effects on it.

- (g) 在交割日前，资产没有：

Prior to the Closing Date, the Assets are free from:

- a) 发生任何重大不利变化；或
any and all material adverse changes; or
- b) 发生任何重大实际或或然债务、义务或责任。
any material actual or contingent debts, obligations or liabilities.

- (h) 从签署日起，非经乙方许可，甲方不直接或间接从事或者协助、鼓动他人从事与乙方进行直接或间接竞争的行为，不得向与乙方构成竞争的企业、公司、机构和/或个人提供顾问、咨询等，也不得直接或间接参与其经营、管理和/或技术活动，不得持有或者买卖与乙方构成竞争的企业、公司、机构和/或个人的任何形式的权益，并保守乙方和本次资产转让交易过程中的商业秘密。

Party A warrants that from the date hereof, without Party B's permission, it shall not, directly or indirectly, engage in, assist or encourage any other person to compete, directly or indirectly, with Party B; advise on, provide consulting services to, or directly or indirectly engage in the operation, management and/or technical activities of any business, company, institution and/or individual in competition with Party B; hold or purchase and sell interests, in any manner, of any business, company, institution and/or individual in competition with Party B; and keep confidential the trade secrets of Party B or in the Assets transfer.

3.2 乙方的陈述和保证如下：

Party B represents and warrants that:

- (a) 乙方为按照中国法律合法注册并有效存续的一家公司；

It is a company duly registered and validly existing under PRC laws;

- (b) 乙方应在其公司权力和营业范围之内履行本协议；已经过必要的公司授权，并已取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c) 本协议一经签署即应构成对乙方合法、有效、有约束力、执行力的法律文件。

This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b) 适用法律或任何证券交易所的规则或规定要求披露之资料；或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的人员或机构对任何保密资料的披露均应被视为该一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 管辖法律和争议的解决

Clause 6 Governing Law and Disputes Resolution

- 6.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变；应适用以下约定：

(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，尽最大努力使得本协议继续按照原有条款执行。各方应利用所有合法的途径取得对遵守该变更或规定的豁免。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse

effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就乙方的股份或土地资产裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 甲方的注册成立地(即中国上海)；及(iv) 最终控股股东或甲方主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party A(i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party A's principal assets are located shall have jurisdiction for the aforesaid purpose.

第7条 手续费及其他费用
Clause 7 Formality and Other Costs

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第8条 协议的转让
Clause 8 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方，除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方，但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第9条 协议的分割性

Clause 9 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制力，并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第10条 协议的修改补充

Clause 10 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第11条 通知

Clause 11 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第12条 其它

Clause 12 Miscellaneous

12.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

12.2 本协议一式____份，双方各持1份，具有同等的法律效力。

This Agreement shall be executed in ____ counterparts, with each Party having one original with equal legal validity.

12.3 本协议自双方签字之日起生效。

This Agreement shall take effect upon the signing by the Parties.

附件资产清单
Attachment List of Assets

股权表决权委托协议
Voting Proxy Agreement

本股权表决权委托协议(下称“本协议”)于 2023 年 01 月 11 日由下列各方在上海签署:
This Voting Proxy Agreement (this "Agreement") is executed by and among the following Parties as of 11/01/2023 in Shanghai:

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼 (“**委托人甲**”)。
Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen (the "**Principal A**").

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路 2277 号 1002N (“**委托人乙**”)。
Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai (the "**Principal B**")

新疆同君股权投资有限合伙企业, 一家依照中国法律成立和存续的有限合伙企业, 地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号 (“**委托人丙**”)。
Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang (the "**Principal C**")

林芝金生投资管理合伙企业(有限合伙), 一家依照中国法律成立和存续的有限合伙企业, 地址为西藏林芝地区工布江达县物价局三楼 301 室 (“**委托人丁**”, 与委托人甲、委托人乙、委托人丙合称为“**委托人**”)。
LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet (the "**Principal D**", together with Principal A, Principal B and Principal C as "**Principals**")

未鲲(上海)科技服务有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 15 楼 (“**上海未鲲**”)。上海未鲲的股权由陆金所控股有限公司 (“**最终控股股东**”), 一家在开曼群岛获豁免的有限责任公司, 最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“**Shanghai Weikun**”). The equity interests of Shanghai Weikun is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室 (“**运营实体**”)。
Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**OPCO**").

杨学连, 一名中国公民, 身份证号为 410711196008101035。
Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。
Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。
Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。
Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

(杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东与委托人以下合称“**股东**”。)

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders and the Principals, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

1. 委托人是运营实体登记在册的合法股东，合计享有运营实体 100%的股权（“**股权**”）；
The Principals are the registered shareholders of the OPCO and collectively holds 100 % of the equity interests in the OPCO (the "**Shares**");
2. 运营实体与上海未鲲于 2023 年 12 月 11 日签署了独家业务合作协议（“**服务协议**”）；
The OPCO and Shanghai Weikun entered into the Exclusive Business Cooperation Agreement on 2023/12/11 (the "**Service Agreement**");
3. 股东签署本协议，同意及确认委托人授权（i）上海未鲲；（ii）由上海未鲲授权的董事及其继任人；及（iii）任何取代上海未鲲董事的清算人（前述(i)，(ii)和(iii)所述的实体和人士，以下合称“**受托人**”）代表委托人行使作为运营实体股东的所有权利。
The Shareholders entered into this Agreement to agree and confirm that the Principals shall grant (i) Shanghai Weikun; (ii) the directors authorised by Shanghai Weikun and their successors; and (iii) any liquidator replacing the directors of Shanghai Weikun (the entities and individuals referred to under aforesaid (i), (ii) and (iii), collectively, the "**Proxy**") the power to exercise all rights of the OPCO's shareholders on behalf of the Principals; and
4. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）。
The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. **股东投票权及其它股东权利**

Voting Rights and Other Shareholder Rights

- 1.1 根据本协议的条件及条款，委托人将授权受托人代表其行使作为运营实体的股东依据中国法律和运营实体的章程所享有的所有权利，包括但不限于以下各项：

According to the conditions and terms hereunder, the Principals shall authorize the Proxy to exercise on behalf of the Principals all of its rights as a shareholder of the OPCO in accordance with the laws of China and the OPCO's articles of association, including but not limited to the following:

- (1) 提议、召集、参加运营实体的股东会会议；
propose, convene and attend the shareholders' meetings of OPCO;
- (2) 行使股东表决权，包括但不限于出售、转让、质押或处置股权的一部分或全部及参加运营实体分红或任何其他形式的分配；
Exercise shareholders' voting rights, including but not limited to any sale, transfer, pledge or disposal of the Shares in part or in whole, and participate in dividend distributions or any other type of distributions of the OPCO;
- (3) 指定和任命运营实体的法定代表人（董事长）、董事、监事、首席执行官（或经理）以及其他高级管理人员；
designate and appoint the legal representative (chairperson), the director, supervisor, the chief executive officer (or general manager) and other senior management members of the OPCO;
- (4) 签署会议记录及向相关公司注册机关提交文件；及
sign minutes and file documents with the relevant companies registry; and
- (5) 在运营实体破产时，代表委托人行使表决权。
exercise voting rights on the winding up of the OPCO on behalf of the Principals.

- 1.2 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，个人股东及委托人承诺及同意如下：

For Proxy's effective implementation and exercise of each power and right granted under Article 1.1 above, the Individual Shareholders and the Principals hereby undertake and agree as follows:

- 1.2.1 若任何法律、法规或任何政府机关要求委托人就某一项具体的受托事项出具或签署特别的授权委托书、政府审批申请文件或类似文件或要求办理相关手续（如授权委托书的公证等），则其应立即按照该等要求出具和/或配合签署相关文件；及
If any law, regulation, or government body requires Principals to issue or execute special power of attorney, governmental application documents, or similar documents or requires Principals to carry out

related procedures (such as notarization of power of attorney) with respect to a specific matter under entrustment, the Principals shall immediately issue and/or cooperate to execute related documents per such requirements; and

- 1.2.2 委托人应及时采取所有必要的行动促使并确保受托人在运营实体的董事会或股东会所作出的所有决议得到执行。委托人不得以其运营实体股东身份，拖延或拒绝任何前述决议在运营实体层面通过和/或得到执行。

The Principals shall promptly take all necessary actions to procure and ensure the due implementation of all the resolutions made by the Proxy in a board of directors' meeting or shareholders' meeting of the OPCO. The Principals shall not, in the capacity of the OPCO's shareholder, delay or refuse the passing and/or implementation of any said resolution of the OPCO.

- 1.3 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，运营实体承诺及同意如下：

For the effective exercise of the powers and rights granted to the Proxy under Article 1.1, the OPCO hereby undertakes and agrees as follows:

- 1.3.1. 在不违反相关法律、法规的前提下，执行受托人在运营实体的董事会或股东会所作出的所有决议，包括但不限于立即按照受托人的要求出具相关文件和/或配合签署相关文件；

Subject to applicable laws and regulations, the OPCO shall implement all the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO, including but not limited to the immediate provision and/ or the execution of relevant documents as required by the Proxy;

- 1.3.2. 运营实体应配合受托人了解其运营详情。运营实体应当向受托人提供任何公司账簿、账目、记录和其他文件。受托人有权摘录或复印此等账簿、账目、记录和其他文件；及

The OPCO shall assist the Proxy with understanding the details of its operation. The OPCO shall provide the Proxy with any corporate books, accounts, records and other documents. The Proxy is entitled to make extracts or photocopies of such books, accounts, records and other documents; and

- 1.3.1 提供一切必要的其他协助，包括但不限于在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已作出的运营实体的股东会决议或其他相关的法律文件。

The OPCO shall provide all other necessary assistance, including but not limited to promptly signing the shareholders' resolution of the OPCO made by Proxy and other relevant legal documents when necessary (such as to meet the government authorities' request on documents required for approval, registration and filing).

- 1.4 在不限制本协议项下授予的权力和权利的一般性的原则下，受托人应拥有本协议项下的权力和授权代表委托人签署独家股权购买权协议及独家资产购买权协议中约定的转让协议（委托人被要求作为该协议一方时），

并行使和履行委托人作为协议一方的股权质押协议、独家股权购买权协议和独家资产购买权协议的权利和义务。为前述目的，“股权质押协议”、“独家股权购买权协议”和“独家资产购买权协议”指由委托人、运营实体、受托人和其他方（若适用）于本协议同签署的相关协议。

Without limiting the generality of the powers and rights granted hereunder, the Proxy shall have the power and authority under this Agreement to execute the Transfer Agreements stipulated in the Exclusive Equity Interest Option Agreement and Exclusive Assets Option Agreement, to which the Principals are required to be a party thereof, on behalf of the Principals, and to exercise and perform the rights and obligations under the Share Pledge Agreement, Exclusive Equity Interest Option Agreement and Exclusive Asset Option Agreement, to which the Principals are the party. For purpose of the aforesaid, the "Share Pledge Agreement", "Exclusive Equity Interest Option Agreement" and "Exclusive Asset Option Agreement" shall respectively refer to the relevant agreement entered into among the Principals, OPCO, the Proxy, and other parties (if applicable) on the date hereof.

- 1.5 受托人行使股权权利的所有行为均应视为委托人的行为，签署的所有相关文件均应视为由委托人签署。受托人在作出上述行为时均可按照其自己的意思行事，无须事前征求委托人或任何股东的同意。股东和委托人特此承认和批准受托人的该等行为和/或文件，认可并承担前述行为或文件所产生的法律后果。

The exercise of the rights attached to the Shares by the Proxy shall be deemed as the actions of the Principals, and all the documents related thereto executed by the Proxy shall be deemed to be executed by the Principals. When acting in respect of any and all of the aforementioned matters, the Proxy may act at its own discretion and does not need to seek the prior consent of the Principals or any Shareholder. The Shareholders and the Principals hereby acknowledge and ratify those actions and/or documents by the Proxy and acknowledge and accept the legal consequences arising therefrom.

- 1.6 个人股东和委托人同意和认可，在任何情况下，受托人不应就其行使本协议项下委托权利而被要求对其他方或任何第三方承担任何责任或作出任何经济上的或其他方面的补偿。个人股东和委托人同意补偿受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受任何损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。但如系由于受托人严重疏忽或故意的不当行为而引起的损失，则该等损失不在补偿之列。

The Individual Shareholders and the Principals agree and acknowledge that under no circumstances shall the Proxy be required to be held liable to or make economic or other compensations for any other or third parties as a result of its exercise of the rights granted hereunder. The Individual Shareholders and the Principals agree to indemnify the Proxy and hold it harmless from any and all losses that are or may be incurred by the Proxy as a result of the exercise by it of the rights granted hereunder, including but not limited to the losses arising from any actions, recourses, arbitrations, claims or government investigations or punishments filed against it by any third parties, unless such losses are incurred as a result of the Proxy's gross negligence or willful misconduct.

- 1.7 在本协议期限内，未经受托人事先书面同意，委托人不得提前终止或撤销本协议，亦不得采取任何与受托人行使上述第 1.1 条项下授予受托人的各项权力及权利所相悖或不一致的作为或不作为。

Within the term of this Agreement, without the prior written consent of the Proxy, the Principals shall neither terminate this Agreement early or rescind this Agreement nor take any actions or inactions against or inconsistent with the exercise by the Proxy of the powers and rights granted to it under Article 1.1.

- 1.8 在本协议期限内，委托人不得采取或促使运营实体采取任何与受托人在运营实体的董事会或股东大会作出的决议相悖或不一致的行为。
Within the term of this Agreement, the Principals shall not procure the OPCO to, or take any action against or inconsistent with the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO.

- 1.9 委托人不得采取任何行动质疑、挑战、辩驳或反对独家业务合作协议及本协议的效力和执行力以及根据独家业务合作协议或本协议所进行的交易的效力和执行力。

The Principals shall not take any action to dispute, challenge, contest or work against the validity and enforceability of the Exclusive Business Cooperation Agreement and this Agreement and of the transactions contemplated under the Exclusive Business Cooperation Agreement and this Agreement.

- 1.10 若运营实体的运作或决定必须获得委托人作为股东的表决批准时，未经受托人的董事会事先书面同意，委托人不得作出任何表决批准。

If any operation or decision of the OPCO is subject to the approval by the Principals in the capacity of shareholder, without the prior written consent of the Proxy, the Principals shall not vote to approve such operation or decision.

- 1.11 未经受托人事先书面同意，委托人不得达成任何对运营实体有约束力的合同或协议、增加运营实体所承担的义务、或者从事任何违反协议的行为。

Without the prior written consent of the Proxy, the Principals shall not enter into any contract or agreement binding upon the OPCO or take any action increasing the obligation of the OPCO or in breach of this Agreement.

- 1.12 在本协议有效期期间，委托人特此放弃已在本协议委托给受托人的与股权有关的所有权力和权利，并且不得自行行使该等权力和权利。

During the term of this Agreement, the Principals hereby waives all the powers and rights associated with the Shares, which have been granted to the Proxy hereunder, and shall not exercise such powers and rights on its own.

- 1.13 在任何个人股东发生死亡、丧失行为能力或可能发生其他可能影响持有或行使其间接持有的委托人及运营实体的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由上海未鲲指定的自然人或法人（“**指定受让人**”）将被视为本协议的签署一方，承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Shanghai Weikun pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her

death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity indirect interests in the Principal and the OPCO, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

- 1.14 在委托人或其继承人是运营实体注册股东的前提下，本协议自签署之日起不可撤销并持续地有效，除非受托人作出相反的书面指示。
So long as a Principals or its successor(s) is/are an equity holder of, or has control over, the OPCO, this Agreement shall be irrevocably and continuously valid and effective from the date of its execution, unless the Proxy otherwise advises in writing.

2. 陈述及保证 Representations and Warranties

股东和运营实体各自向受托人作出以下陈述与保证：

The Shareholders and the OPCO each represents and warrants to the Proxy that

- (a) 其具有订立本协议并履行本协议项下义务及责任所需的全部权力和能力；
it has all the powers and capacities to enter into this Agreement and perform all the obligations and duties hereunder;
- (b) 其在本协议中承担的义务及责任为合法的、有效的、具有约束力的，并可按其条款强制执行；
its performance of the obligations and duties hereunder is legal, valid, binding and enforceable pursuant to the terms thereof;
- (c) 进行和从事所有需要采取、满足或实施的行动以及所有条件和事项（包括取得任何所需的同意、批准和授权，如法律有此要求），以：
carry out and satisfy all actions, conditions and events that shall be carried out, satisfied or implemented (including obtaining all necessary consents, approvals and authorisations, if required by law) so that
 - (i) 使其合法订立本协议，行使其在本协议下的权利，履行和遵守本协议下其承担的义务及责任；
it may legally enter into this Agreement, exercise its rights hereunder, and perform and comply with its obligations and duties hereunder;
 - (ii) 确保本协议下由其承担的义务及责任是合法、有效和具有约束力的；及
it can ensure its obligations and duties hereunder are legal, valid and binding; and
 - (iii) 使本协议在所适用的法律项下均成为可以接受的证据。
this Agreement becomes admissible evidence under the applicable laws.

- (d) 其订立本协议、行使其在本协议下的权利、履行并遵守本协议下由其承担的义务及责任并无违反或抵触下列各项或超出下列各项授予或加诸的任何权力或限制：
its entering into of this Agreement, exercise of the rights hereunder, and performance and compliance of the obligations and duties hereunder neither breach or contravene any of the following or exceed any powers or restrictions granted or imposed by any of the following:
- (i) 其应遵守的任何法律、条例、法规或规定、任何判决、命令或裁决、或任何同意、批准或授权；或
any laws, ordinances, regulations, or rules, any judgments, orders or arbitrations, or any consents, approvals or authorisations that it shall comply with; or
 - (ii) 其章程或任何其它适用文件或组织性文件的任何条款；或
its articles of association or any provision of any other applicable document or constitutional document; or
 - (iii) 其为一方或其任何资产受其约束的任何协议或文件的条款。
any provision in any agreement or document to which it is a party or by which any of its assets is bound.
- (e) 已取得就订立及履行本协议以及使本协议合法有效而需的任何政府或其它机构（如法律有此要求）或其任何受托人的所有批准及授权，并完全有效。
it has obtained all the approvals and authorisations from any government or other organisations (if so required by law) or any of its proxies that are necessary for the entering into and execution and the validity of this Agreement, and all the approvals and authorisations are fully effective.

3. **可分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

4. **授权期限**
Term of Authorization

本协议项下授予受托人的权力及权利的期限与受托人和运营实体签署的独家业务合作协议的期限相等。

The term of authorization of the powers and rights to the Proxy hereunder shall be the same as that of the Exclusive Business Cooperation Agreement executed between the Proxy and the OPCO.

5. 通知 Notices

5.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(i) 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

(ii) 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

5.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司：**深圳平安金融科技咨询有限公司**
Company: **Shenzhen Pingan Financial Technology Consultation Company**

地址：深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼

Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen

收件人：法定代表人

Attn: Legal Representative

公司：**上海兰帮投资有限责任公司**
Company: **Shanghai Lanbang Investment Company**

地址：上海市浦东新区龙阳路 2277 号 1002N

Address: 1002N, No. 2277 Lonyang Road, Pudong New District, Shanghai

收件人：法定代表人

Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: Linzhi Jinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

公司: 上海雄国企业管理有限公司
Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 未鲲(上海)科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

5.3 任何一方均可按本条款通过向其他各方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

6. 保密责任 Confidentiality

各方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到其他各方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露, 该一方应对违反本协议承担法律责任。无论本协议以任何理由终止, 本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

7. 管辖法律、争议解决和法律变更 Governing Law, Resolution of Disputes and Change in Laws

7.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜, 应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 7.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse

effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定，仲裁庭可以就委托人的股权权益或物业权益裁定赔偿、裁定强制救济（就包括但不限于为进行业务或强制转让资产需要）或裁定委托人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国上海）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Principals, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Principals. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

8. 转让

Assignment

- 8.1 未经受托人的事先书面同意，股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Proxy's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

- 8.2 上海未鲲有权自行决定向其董事、管理人员或其他职员转授权或转让其被委托人授权的权利而不必事先通知委托人或得到委托人的同意。

Shanghai Weikun is entitled to re-authorize or assign rights to its directors, managers or other employees authorized by the Principals at their own discretion and without giving prior notice to the Principals or obtaining the Principals' consent.

9. 修订、更改与补充

Amendment, Change and Supplement

- 9.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

- 9.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

10. **继续有效**
Survival

- 10.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 10.2 第 5、7 条和本第 10 条的规定在本协议终止后应继续有效。

The provisions of Sections 5, 7 and this Section 10 shall survive the termination of this Agreement.

11. **其他**
Miscellaneous

- 11.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由上海未鲲持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Shanghai Weikun having the others; each counterpart has equal legal validity.

- 11.2 本协议对各方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of all Parties.

- 11.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

深圳平安金融科技咨询有限公司

Shenzhen Pingan Financial Technology Consultation Company



签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative

王仕永

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署：

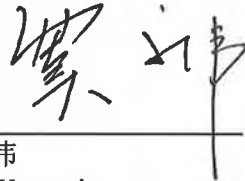
By:

姓名： 窦文伟

Name: Dou Wenwei

职务： 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）

Linzhi Jinsheng Investment Management Limited Partnership

签署：

By: _____

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署：

By: _____

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海雄国企业管理有限公司

Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：


By:

A handwritten signature in black ink, appearing to be '杨学连' (Yang Xuelian), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line. The signature is stylized and cursive.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

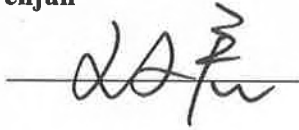
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

股权质押协议
Share Pledge Agreement

本股权质押协议（下称“本协议”）由下列各方于 2023 年 2 月 1 日在上海签署：
This **Share Pledge Agreement** (this "**Agreement**") has been executed by and among the following Parties on Feb 01, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的股权由陆金所控股有限公司（“质权人”）。质权人的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Pledgee**"). The equity interests of **Weikun (Shanghai) Technology Service Co., Ltd** is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“出质人甲”）。
Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen (the "**Pledgor A**").

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“出质人乙”）。
Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai (the "**Pledgor B**")

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐经济技术开发区厦门路 21 号四楼 46 号（“出质人丙”）。
Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang (the "**Pledgor C**")

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“出质人丁”，与出质人甲、出质人乙、出质人丙合称为“出质人”）。
LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet (the "**Pledgor D**", together with Pledgor A, Pledgor B and Pledgor C as "**Pledgors**")

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“公司”）。
Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Company**").

杨学连，一名中国公民，身份证号为 410711196008101035。。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035. .

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

(杨学连、石京魁、王文君及窦文伟以下合称“个人股东”，个人股东与出质人以下合称“股东”。)

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the “Individual Shareholders”; the Individual Shareholders and the Pledgors, together as the “Shareholders”).

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties”.

鉴于：

Whereas,

1. 出质人为依照中国法律成立并有效存续的有限责任公司，合计拥有公司 100% 的股权。公司是一家在中国上海注册并有效存续的有限责任公司。公司承认出质人和质权人在本协议项下各自的权利和义务并同意提供任何必要的协助登记该质权；

Pledgors are limited liability companies organized and validly existing under the laws of PRC, and collectively hold 100% of the equity interest in the Company. The Company is a limited liability company registered and validly existing in Shanghai, China. The Company acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge;

2. 质权人是一家在上海设立注册并有效存续的有限责任公司。
Pledgee is a limited liability enterprise registered and validly existing in Shanghai, China.

3. 出质人已签署或将签署下列协议：

Pledgors have executed or will execute the following agreements:

- a) 于 2023/02/01 签署的独家股权购买权协议；
the Exclusive Equity Interest Option Agreement executed on 2023/02/01 ;
- b) 于 2023/02/01 签署的独家资产购买权协议；
the Exclusive Asset Option Agreement executed on 2023/02/01 .
- c) 于 2023/02/01 签署的股权表决权委托协议；
the Voting Proxy Agreement executed on 2023/02/01 .

- d) 借款合同及反担保合同等（如涉及）。
Loan agreements and Counter-Guarantee Agreements (if applicable).

4. 公司已签署下列协议：
Company has executed the following agreements:

- a) 于 2023/02/01 签署的独家业务合作协议；
the Exclusive Business Cooperation Agreement executed on 2023/02/01 ;
b) 于 2023/02/01 签署的独家股权购买权协议；
the Exclusive Equity Interest Option Agreement executed on 2023/02/01 ;
c) 于 2023/02/01 签署的独家资产购买权协议；及
the Exclusive Asset Option Agreement executed on 2023/02/01 ; and
d) 于 2023/02/01 签署的股权表决权委托协议。
the Voting Proxy Agreement executed on 2023/02/01.

5. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）；并且

The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

6. 个人股东及出质人同意以出质人在公司中拥有的所有股权作为质押担保，以保证：
The individual Shareholders and Pledgor hereby agree to pledge all of the equity interest the Pledgor holds in the Company as security:

- (1) 出质人履行其于上述第 3 条项下的任何及全部义务；
for the fulfillment of any and all obligations of Pledgor under paragraph 3 above;
(2) 公司履行其于上述第 4 条项下的任何及全部义务；及
for the fulfillment of any and all obligations of Company under paragraph 4 above; and
(3) 个人股东履行其于上述第 5 条项下《个人股东承诺函》内的任何及全部义务。
for the fulfillment of any and all obligations of Individual Shareholders under paragraph 5 above.

股东（包括出质人）以及公司各称和合称为“**义务人**”并且其在本条所述项下的所有义务，以及质权人因出质人和/或公司的任何违约事件(如下文定义)而遭受的全部直接、间接、衍生损失和可预计利益的丧失（该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测；及质权人为强制出质人和/或公司执行其合同义务而发生的所有费用）合称为“**担保债务**”。上述第 3 条和第 4 条各协议各称和合称为“**合作系列协议**”。

Shareholders (including the Pledgor) and the Company are individually referred to as an "**Obligor**" and together the "**Obligors**", and their obligations mentioned under this Section are collectively referred to as the "**Secured Obligations**", including all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the

Pledgee, incurred as a result of any Event of Default. (The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of the Pledgee, all expenses occurred in connection with enforcement by the Pledgee of the Pledgor's and/or Company's Contract Obligations and etc. The agreements mentioned under Section 3 and Section 4 above are individually referred to as a "Cooperation Agreement" and together the "Cooperation Agreements".

1. **定义**
Definitions

除非本协议另有规定，下列词语应具有如下含义：

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 “**质权**”应指出质人根据本协议第 2 条授予质权人的担保权益，即质权人以股权的转换、拍卖或出售价款优先受偿的权利。
"Pledge" shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be compensated on a preferential basis with the conversion, auction or sales price of the Equity Interest.
- 1.2 “**股权**”应指出质人在公司中合法现在持有和今后取得的所有股权。
"Equity Interest" shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgors in the Company.
- 1.3 “**质押期限**”应指本协议第 3 条规定的期限。
"Term of Pledge" shall refer to the term set forth in Section 3 of this Agreement.
- 1.4 “**借款合同**”应指(1)任何银行根据质权人或质权人指定方的指示、担保或其他安排，与出质人签署的；或(2)质权人或质权人指定方与出质人签署的任何借款合同、委托贷款合同或其他资金安排。
"Loan Agreements" shall refer to any borrowing agreements, entrustment loan agreements or other fund arrangements (1) between any bank and Pledgor pursuant to instructions, guarantees or other arrangements provided by Pledgee or its designee(s); or (2) between Pledgee or its designee(s) and Pledgor.
- 1.5 “**反担保合同**”应指质权人或其指定方与出质人签署的反担保合同，由出质人向质权人或其指定方提供反担保，以使得质权人或其指定方在将来承担担保合同下担保责任后，可对出质人实现追偿。为前述目的，“**担保合同**”应指质权人或其指定方为担保出质人履行出质人与银行的贷款合同或其他资金安排，而与银行签署的任何担保合同或其他类似安排。
"Counter-Guarantee Agreements" shall refer to any counter-guarantee agreement entered into by Pledgee or its designee(s) with Pledgor under which Pledgor provides counter-guarantee to Pledgee or its designee(s). Under a Counter-Guarantee Agreement, Pledgee or its designee(s) can enforce the counter-guarantee to recover its losses after it assumes security responsibility under a Guarantee Agreement. For such purpose, the "Guarantee Agreements" shall refer to any guarantee agreement or similar arrangement entered into by Pledgee or its designee(s) with any bank under which Pledgee or its designee(s) provides guarantee to the bank to guarantee due performance of Pledgor of its obligations under any loan agreements or other funding arrangements entered into by Pledgor with the banks.

- 1.6 “**违约事件**”应指本协议第 7 条列明的任何情况。
“**Event of Default**” shall refer to any of the circumstances set forth in Article 7 of this Agreement.
- 1.7 “**违约通知**”应指质权人根据本协议发出的宣布违约事件的通知。
“**Notice of Default**” shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.
- 1.8 “**中国**”应指中华人民共和国，在本协议中不包括香港、澳门和台湾地区。
“**PRC**” shall refer to the People's Republic of China, which excludes for the purposes of this Agreement the Special Administrative Regions of Hong Kong and Macau and the Taiwan area.
- 1.9 “**合作系列协议**”定义见本协议鉴于部分。
“**Cooperation Agreements**” shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.10 “**义务人**”定义见本协议鉴于部分。
“**Obligor**” shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.11 “**担保债务**”定义见本协议鉴于部分。
“**Secured Obligations**” shall have the meaning as ascribed to it under Whereas Section of this Agreement.

2. **质权**

The Pledge

- 2.1 作为对全部义务人即时和完整履行合作系列协议项下任何和所有担保债务的抵押担保品，出质人特此将其所持有的公司 100% 股权（包括出质人现在拥有的公司的 100% 股权和与之相关的所有股权权益）以第一优先质押的方式质押给质权人。
As collateral security for the prompt and complete performance of any and all Secured Obligations of Obligors under the Cooperation Agreements, Pledgors hereby pledge to Pledgee a first security interest in the 100% equity interest of the Company currently owned by Pledgors and all relevant equity interest thereto.
- 2.2 各方理解并同意，因担保债务而产生或与其相关的货币估值直至决算日（定义见下文）均为变化和浮动的估值。
The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below).
- 2.3 如发生下列任何事件（“**决算事由**”），担保债务之价值应依据决算事由发生之前的最近日期或发生当日对质权人到期未偿付的应付担保债务总额确定（“**已确定之债务**”）：
Upon the occurrence of any of the events below (each an "**Event of Settlement**"), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations

that are due, outstanding and payable to Pledgee on or immediately prior to the date of such occurrence (the "**Fixed Obligations**"):

(a)任一合作系列协议到期或根据其项下相关约定而终止;

Any Cooperation Agreement expires or is terminated pursuant to the stipulations thereunder;

(b)本协议第7条规定的违约事件发生且未解决,致使质权人根据第7.3条向出质人送达违约通知;

the occurrence of an Event of Default pursuant to Section 7 that is not resolved, which results in Pledgee serving a Notice of Default to Pledgors pursuant to Section 7.3;

(c)质权人通过适当的调查,合理认为出质人和/或公司已丧失偿付能力或可能会被置于无偿付能力状态;或

Pledgee reasonably determines (having made due enquiries) that Pledgors and/or the Company are insolvent or could potentially be made insolvent; or

(d)根据中国相关法律规定要求确定担保债务的任何其他事件。

any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.

2.4 为免疑义, 决算事由发生的日期应为决算日 (“**决算日**”)。质权人有权于决算日当日或之后, 根据其选择按照第 8 条实现质权。

For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the "**Settlement Date**"). On or after the Settlement Date, Pledgee shall be entitled, at the election of Pledgee, to enforce the Pledge in accordance with Section 8.

2.5 在质押期限内, 质权人有权收取因股权而产生的任何股息或其他可分配利益。在质权人事先书面同意的情况下, 出质人方可就股权而分得股利或分红。出质人因股权而分得的股利或分红在扣除出质人根据中国适用法律应当缴纳或代扣代缴的税费后应根据质权人的要求 (a) 存入质权人的指定账户内, 受质权人监管, 并用于担保合同义务和首先清偿担保债务; 或者 (b) 在不违反中国法律的前提下, 将此等红利、股利无条件地转让给质权人或质权人指定的人。

Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of Pledge. The Pledgors may receive dividends distributed on the Equity Interest only with prior written consent of the Pledgee. Dividends received by the Pledgors on Equity Interest after the deduction of tax paid or withheld by the Pledgors required by applicable PRC laws shall be, as required by the Pledgee, (a) deposited into an account designated and supervised by the Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (b) unconditionally transfer to the Pledgee or any other person designated by the Pledgee to the extent permitted under the applicable PRC laws.

3. **质押期限** **Term of Pledge**

3.1 质权应自其在中国所在地的工商行政管理部门 (“**登记机关**”) 登记成立之日起生

效，该质权的期限（“**质押期限**”）直至最后一笔被该质权所担保义务被偿付或者履行完毕时终止。各方同意，在本协议签署后，出质人和质权人应立即（在任何情况下均不得迟于本协议签署日后第 20 天，除各方另有约定外）依据《工商行政管理机关股权出质登记办法》向登记机关提出股权出质设立登记申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起十五（15）日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。公司承认出质人和质权人在本协议项下各自的权利和义务，并同意提供任何必要的协助登记该质权。

The Pledge shall become effective as of the date when the pledge of the Equity Interest is registered with the local administration of industry and commerce where the Company locates (the "**Registration Authority**"). The Term of the Pledge (the "**Term of Pledge**") shall end when the last obligation secured by the Pledge is paid or fully fulfilled. The Parties agree that, promptly after the execution of this Agreement (but in no event later than 20 days from the execution date of this Agreement, unless otherwise agreed by the Parties), Pledgors and Pledgee shall submit their application for pledge registration to the Registration Authority in accordance with *the Measures on Share Pledge Registration with the Administration of Industry and Commerce*. The Parties also agree that within fifteen (15) days after the Registration Authority officially accepts equity pledge application, Pledgors and the Company shall complete the pledge registration procedure, obtain the pledge registration notice and completely and accurately register the Pledge of Equity Interest on the Pledge Registration Book of the Registration Authority. The Company acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge.

- 3.2 在质押期限内，如任何义务人未履行其合作系列协议项下的任何担保债务，质权人应有权但无义务按本协议的规定处置该质权。

During the Term of Pledge, in the event any Obligor fails to perform any of its Secured Obligations under the Cooperation Agreements, Pledgee shall have the right, but not the obligation, to dispose of the Pledge in accordance with the provisions of this Agreement.

4. **受质权规限的股权记录的保管**

Custody of Records for Equity Interest subject to Pledge

- 4.1 在质押期限内，出质人应在质权登记成立之日起一周内将股权出质证明书及记载质权的股东名册以及质权人合理要求的其他文件（包括但不限于登记机关颁发的质权登记通知书）原件交付质权人保管。质权人应在整个质押期限期间一直保管该等项目。

During the Term of Pledge, Pledgors shall deliver to Pledgee's custody the originals of the capital contribution certificate for the Equity Interest, the shareholders' register containing the Pledge, and other documents reasonably requested by Pledgee (including without limitation the notice of registration of the Pledge issued by the Registration Authority) within one week from the date the Pledge is registered. Pledgee shall have custody of such items during the entire Term of Pledge.

5. **股东（包括出质人）和公司的陈述和保证**

Representations and Warranties of Shareholders (including the Pledgors) and the Company

股东（包括出质人）向质权人陈述和保证如下，除已向质权人披露的外：
Shareholders (including the Pledgors) Represents and Warrants to Pledgee that, ,
except for those disclosed to the Pledgee:

- 5.1 出质人是股权仅有的法定所有权人和受益人，除受限于出质人与质权人另行签署的协议外，其对股权享有合法、完全、充分的所有权，没有任何现存的有关股权所有权的争议。出质人有权处分股权及其任何部分。出质人拥有合法的权力和能力签署本协议并根据本协议承担法律义务。
Pledgors are the only legal and beneficial owners of the Equity Interest. Except for being subject to other agreements entered into by Pledgors and Pledgee, Pledgors enjoy legal and complete ownership of the Equity Interest, free from any existing dispute over the ownership of the Equity Interest. Pledgors may dispose of any and all Equity Interest. Pledgors have the legitimate powers and capacity to enter into, and fulfill its legal obligations pursuant to this Agreement.
- 5.2 股权是可以依法出质和转让的，且出质人有充分的权利和权力依本协议的规定将股权出质给质权人。
The Equity Interest may be pledged and transferred according to law, and Pledgors have the full rights and powers to pledge the Equity Interest in favor of Pledgee pursuant to this Agreement.
- 5.3 本协议经出质人适当签署，对出质人构成合法、有效和具有约束力的义务。
This Agreement, once properly executed by Pledgors, constitutes legal, valid and binding obligations of Pledgors.
- 5.4 就本协议的签署和履行及本协议项下之股权质押须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)已经获得或办理，并将在本协议有效期内充分有效。
All third-party consents, approvals, waivers, and authorizations, or any government approvals, permissions, exemptions, or any registrations or filings (if required by law) with any government authorities, necessary for the execution and performance of this Agreement and for the Pledge of the Equity Interest hereunder, have been obtained or completed and will remain fully effective within the term hereof.
- 5.5 本协议项下的质押构成对股权的第一顺序的担保权益。
The Pledge hereunder constitutes the first-priority security interests in the Equity Interest.
- 5.6 因股权的取得而应缴付的所有税款和费用已由出质人全额缴付。
All the taxes and charges payable as a result of the receipt of the Equity Interest have been paid in full by Pledgors.
- 5.7 质权人应有权按本协议列明的规定处置和转让股权。
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.8 除合作系列协议外，出质人未在股权上设置任何担保权益或其他产权负担，股权的所有权不存在任何争议，未受扣押或其他法律程序的限制或存在类似的威胁，依所适用的法律可以用于质押和转让。
Except for the Cooperation Agreements, Pledgors have not placed any security

interest or other encumbrance on the Equity Interest. There are no controversies over the ownership of the Equity Interest. The Equity Interest is not seized or subject to any other legal proceedings or similar threats, and is good for transfer and pledging according to applicable laws.

- 5.9 出质人签署本协议及行使其在本协议下的权利，或履行其在本协议下的义务，不会违反任何法律、法规、出质人作为一方任何协议或合同、或出质人向任何第三方所作的任何承诺。

Pledgors' execution of this Agreement and exercise of its rights under this Agreement (or fulfillment of its obligations under this Agreement) will not breach any laws, regulations, and agreements or contracts to which Pledgors are the party, or any promise Pledgors have made to any third parties.

- 5.10 出质人向质权人提供的所有文件、资料、报表和凭证等是准确、真实、完整和有效的。

All documents, materials, statements and certificates provided by Pledgors to Pledgee are accurate, true, complete and valid.

- 5.11 出质人兹向质权人保证上述陈述和保证在合同义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实的和准确的，并将被完全地遵守。Pledgors hereby warrant to Pledgee that all the above representations and warrants will be true and correct and fully complied with under all circumstances before the contractual obligations have been fulfilled or the Secured Obligations have been repaid in full.

- 5.12 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的出质人及公司的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由质权人指定的自然人或法人（“**指定受让人**”）将被视为本协议的签署一方，承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by the Pledgee pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her indirect equity interests in the Pledgor and the Company, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

公司向质权人陈述和保证如下：

The Company Represents and Warrants to Pledgee that:

- 5.13 公司是根据中国法律注册成立并合法存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议。

The Company is a limited liability company registered and validly existing under the laws of China. The Company has the qualification of an independent legal person, enjoys complete and independent legal status and the legal capacity to sign, deliver and fulfill this Agreement.

- 5.14 公司向质权人在本协议生效前提供的,有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实和正确的。公司向质权人在本协议生效后提供的,有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实和有效的。
All the reports, documents and information provided by the Company to Pledgee before the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the effective date hereof. All the reports, documents and information provided by the Company to Pledgee after the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the date of provision.
- 5.15 本协议经公司适当签署,对公司构成合法、有效和具有约束力的义务。
Upon due execution of the Company, this Agreement constitute legal, effective and binding obligation on the Company.
- 5.16 公司拥有签署和交付本协议及其它所有与本协议所述交易有关的文件的公司内部完全权力和授权,其拥有完成本协议所述交易的完全权力和授权。
The Company has the complete internal power and authorization to sign and deliver this Agreement and all other documents relating to the transactions contemplated under this Agreement. The Company has the complete power and authorization to complete the transactions contemplated under this Agreement.
- 5.17 对于公司拥有的资产不存在任何重大的、可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担(包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让,或者附加于该等资产上的任何产权或使用权负担)。
Regarding the assets owned by the Company, there are no guarantee interests or any other encumbrance on property rights that are substantial and may impact Pledgee's right and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).
- 5.18 未经质权人的事先书面同意,公司不发生、继承、保证或允许存在任何债务,但(i)在正常业务过程中而不是通过贷款产生的债务;和(ii)已向质权人披露并得到质权人书面同意的债务除外;
Without the prior written consent of Pledgee, the Company shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Pledgee for which Pledgee's written consent has been obtained;
- 5.19 一直在正常业务过程中经营公司的所有业务,以保持公司的资产价值,不进行可能影响其经营状况和资产价值的任何作为/不作为;
The Company shall always operate all of its businesses during the ordinary course of business to maintain its asset value and refrain from any action/omission that may

affect its operating status and asset value;

- 5.20 在任何法院或仲裁庭均没有针对股权、公司或其资产的未决的或就公司所知有威胁的诉讼、仲裁或其它法律程序，同时在任何政府机构或行政机关亦没有任何针对股权、公司或其资产的未决的或就公司所知有威胁的行政程序或行政处罚，将对公司的经济状况或出质人履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。

In any court or arbitration tribunal there are no pending (or, as far as the Company knows, threatening) litigation, arbitration or other legal proceedings against the Equity Interest, the Company or its assets, and in any governmental agencies or departments, there are no pending (or, as far as the Company knows, threatening) administrative proceedings or penalties against the Equity Interest, the Company or its assets, which may substantially or adversely impact the Company's economic condition or Pledgors' ability to fulfill their obligations and guarantee liabilities under this Agreement.

- 5.21 公司兹同意就出质人在本协议项下所作的陈述和保证向质权人承担连带责任。
The Company hereby agrees that it is jointly and severally liable to Pledgee for all representations and warranties made by Pledgors under this Agreement.

- 5.22 公司兹向质权人保证上述陈述和保证在本协议义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实的和正确的，并将被完全地遵守。
The Company hereby warrants to Pledgee that, at any time and under any circumstances prior to complete fulfillment of the obligations under this Agreement or the Secured Obligations being fully repaid, the aforementioned representations and warranties are true and accurate and will be fully complied with.

6. **公司和股东（包括出质人）的承诺和进一步同意**
Covenants and Further Agreements of Shareholders (including the Pledgors) and the Company

股东（包括出质人）的承诺和进一步同意如下：

The covenants and further agreements of Shareholders (including the Pledgors) are set forth below:

- 6.1 在本协议有效期期间，股东（包括出质人）特此向质权人承诺，出质人应：
Shareholders (including the Pledgors) hereby covenant to Pledgee, that during the term of this Agreement, Pledgors shall:
- 6.1.1 除履行合作系列协议外，未经质权人事先书面同意，不得进行或同意他人进行转让全部或任何部分的股权、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；
not transfer (or agree to others' transfer of) all or any part of the Equity Interest, place or permit the existence of any security interest or other encumbrance on property rights that may affect Pledgee's rights and interests in the Equity Interest, without the prior written consent of Pledgee, except for the performance of the Cooperation Agreements;
- 6.1.2 遵守适用于权利质押的所有法律和法规的规定，在收到有关主管机关（或者任何其他有关方面）就质权发出或制定的任何通知、命令或建议后 5

日内，应向质权人出示上述通知、命令或建议，并应遵守上述通知、命令或建议或者按照质权人的合理要求或经质权人同意就上述事项提出反对意见和陈述；

comply with the provisions of all laws and regulations applicable to the pledge of rights, and within 5 days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant parties) regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

- 6.1.3 将可能对质权人对股权或其任何部分的权利具有影响的任何事件或出质人收到的通知、以及可能对产生于本协议中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知立即书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对股权的质押权益。

promptly notify Pledgee in writing of any event or notice received by Pledgors that may have an impact on Pledgee's rights to the Equity Interest or any portion thereof, as well as any event or notice received by Pledgors that may have an impact on any guarantees and other obligations of Pledgors arising out of this Agreement, and, upon reasonable request of Pledgee, take all necessary actions to secure the rights and interest to which Pledgee is entitled in the Equity Interest.

- 6.2 股东（包括出质人）同意，质权人按本协议取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他通过法律程序中断或妨害。

Shareholders (including the Pledgors) agree that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgors or any heirs or representatives of Pledgors or any other persons through any legal proceedings.

- 6.3 为保护或完善本协议对履行合作系列协议项下义务而授予的担保权益，股东（包括出质人）特此承诺，将真诚签署并促使在质权中有利益的其他当事人签署质权人所要求的所有证书、协议、契据和/或承诺。股东（包括出质人）还承诺，将进行并促使在质权中有利益的其他当事人进行质权人所要求的作为，促进质权人行使本协议授予其的权利和授权，并与质权人或质权人的指定人（自然人/法人）签署关于股权所有权的所有有关文件。股东（包括出质人）承诺，将在合理期间内向质权人提供质权人所要求的关于质权的所有通知、命令及决定。

To protect or perfect the security interest granted by this Agreement for fulfillment of the obligations under the Cooperation Agreements, Shareholders (including Pledgors) hereby undertake to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by Pledgee. Shareholders (including Pledgors) also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural/legal persons). Shareholders (including Pledgors) undertake to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are

required by Pledgee.

- 6.4 股东（包括出质人）特此向质权人承诺，将遵守和履行本协议项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件，股东（包括出质人）应赔偿质权人由此导致的所有损失。

Shareholders (including Pledgors) hereby undertake to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Shareholders (including the Pledgors) shall indemnify Pledgee for all losses resulting therefrom.

- 6.5 如本协议项下质押的股权因任何原因受到法院或其他政府部门实施的任何强制措施，出质人应尽其一切的努力，包括(但不限于)向法院提供其他保证或采取其他措施，解除法院或其他部门对股权所采取的该等强制措施。

If the Equity Interest pledged under this Agreement is, for any reason, subject to mandatory measures imposed by the court of law or other governmental departments, Pledgors shall try their best to release such mandatory measures imposed by the court of law or other governmental departments, including without limitation providing to the court of law other kinds of security or other measures.

- 6.6 若股权有任何价值减少的可能，足以危害质权人权利的，质权人可以要求出质人提供额外的抵押或担保，出质人不提供的，质权人可以随时拍卖或者变卖股权，并将拍卖或者变卖所得的价款用于提前清偿担保债务或者提存；由此所发生之任何费用全部由出质人承担。

If there is a possibility that the value of the Equity Interest will be decreased and such decrease is sufficient to harm the rights and interests of Pledgee, Pledgee may request Pledgors to provide additional collateral or security. If Pledgors refuse to provide such security, Pledgee may, at any time, sell the Equity Interest or put it up for auction, and use the monies obtained from such sale or auction to settle the Secured Obligations in advance or put such monies under custody; all expenses therefore occurred shall be borne by Pledgors.

- 6.7 未经质权人事先书面同意，出质人以及/或者公司不得自行（或者协助他方）增加、减少、转让公司的注册资本（或者其对公司的出资额）或对之（包括股权）设置任何权利负担。在遵从这一规定前提下，出质人在本协议日期之后登记及获得的公司股权称为“**额外股权**”。股东（包括出质人）和公司应在出质人取得额外股权时立即与质权人就额外股权签署补充股权质押协议，促使公司董事会和公司股东会批准该补充股权质押协议，并应向质权人提交补充股权质押协议所需的全部文件，包括但不限于：(a) 公司出具的关于额外股权的股东出资证明书的原件；以及 (b) 中国注册会计师出具的关于额外股权的验资报告经验证复印件。出质人和公司应按照本协议第 3.1 条的规定办理额外股权的出质设立登记。

Without the prior written consent from Pledgee, Pledgors and/or the Company shall not by themselves (or assisting others to) increase, decrease or transfer the registered capital of the Company (or its capital contribution to the Company) or impose any encumbrances on it, including the Equity Interest. Subject to the forgoing provision, any equity interest which is registered and obtained by Pledgors subsequent to the date of this Agreement shall be called "**Additional Equity Interest**". Shareholders (including Pledgors) and the Company shall, immediately after Pledgors obtains the Additional Equity Interest, enter with Pledgee supplemental share pledge agreement

for the Additional Equity Interest, make the board of directors and shareholders' meeting of the Company approve the supplemental share pledge agreement, and deliver to Pledgee all documents necessary for the supplemental share pledge agreement, including without limitation (a) the original certificate issued by the Company about shareholders' capital contribution relating to the Additional Equity Interest; and (b) the verified photocopy of the capital contribution verification report (issued by certified public accountant in China) regarding the Additional Equity Interest. Pledgors and the Company shall, according to Section 3.1 of this Agreement, handle the pledge registration procedures relating to the Additional Equity Interest.

- 6.8 除非质权人事前出具书面的相反指示, 股东(包括出质人)以及/或者公司同意, 如果股份的部分或全部在出质人与任何第三方(“**股份受让方**”)之间发生违反本协议的转让, 则股东(包括出质人)以及/或者公司应确保股份受让方无条件承认质权并履行必要的出质变更登记手续(包括但不限于签署有关文件), 以确保质权的存续。

Unless otherwise instructed by Pledgee in writing in prior, Shareholders (including the Pledgors) and/or the Company agree that, if part of or all of the Equity Interest is transferred between the Pledgors and any third parties in violation of this Agreement ("**Transferee of the Equity Interest**"), then Shareholders (including the Pledgors) and/or the Company shall ensure that the Transferee of the Equity Interest will unconditionally recognize the Pledge and follow necessary procedures for modification of the registration of the Pledge (including without limitation signing relevant documents) so as to ensure the continued existence of the Pledge.

公司的承诺和进一步同意如下:

The covenants and further agreements of the Company are set forth below:

- 6.9 若就本协议的签署和履行及本协议项下之股权质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理登记或备案手续(如依法需要), 则公司应尽力协助取得并保持其在本协议有效期内充分有效。

If, for the execution of this Agreement and Pledge under this Agreement, it is necessary to obtain any third party consent, approval, waiver or authorization, any governmental approval, license or waiver, or complete registration or filing procedures in any governmental departments (as required by the law), then the Company shall try its best to assist in obtain the same and cause it to remain in effect during the term of this Agreement.

- 6.10 未经质权人的事先书面同意, 公司将不会向任何人或实体提供贷款或信贷或任何形式的担保; 不会协助或允许出质人在股权上设立任何新的质押或授予其它任何担保权益, 亦不会协助或允许出质人将股权转让。

Without prior written consent of Pledgee, the Company will not provide any person or entity with any loan or credit or guarantee in any form; assist or allow Pledgors to set up any new pledges or grant other security over the Equity Interest, nor will the Company assist or allow Pledgors to transfer the Equity Interest.

- 6.11 公司同意和出质人共同严格遵守本协议 6.7 条与 6.8 条项下规定的义务。

The Company agrees to, jointly with Pledgors, strictly comply with Article 6.7 and Article 6.8 of this Agreement.

- 6.12 未经质权人事先书面同意,公司不得进行转让公司资产或者在公司资产上设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担(包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让,或者附加于该等资产上的任何产权或使用权负担)。
- Without prior written consent of Pledgee, the Company shall not transfer its assets or set up (or allow the existence of) any security or encumbrances on property rights that may affect Pledgee's rights and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).
- 6.13 当有任何法律诉讼、仲裁或其它请求发生,而可能会对公司、股权或质权人在合作系列协议及本协议项下的利益有不利影响时,公司保证将尽快和及时地书面通知质权人,并根据质权人的合理要求,采取一切必要措施以确保质权人对股权的质押权益。
- Where there are any litigations, arbitrations or any other claims, which may adversely impact the Company, the Equity Interest, or Pledgee's interests under the Cooperation Agreements and this Agreement, the Company shall, as soon as possible, send timely notice to Pledgee and according to reasonable requests of Pledgee take all necessary measures to protect Pledgee's pledge interests in the Equity Interest.
- 6.14 公司不得进行或容许任何可能会对质权人在合作系列协议及本协议项下的利益或股权有不利影响之行为或行动。
- The Company shall not conduct or allow any acts or actions that may adversely impact the Equity Interest or Pledgee's interest under the Cooperation Agreements and this Agreement.
- 6.15 公司将于每公历季度的第一个月内向质权人提供公司此前一公历季度的财务报表,包括但不限于资产负债表、利润表和现金流量表。公司将于每个财政年度末的 90 日内,向质权人提供公司在本财政年度的经审计的财务报表,该财务报表应当经由质权人批准的独立注册会计师审计并认证。
- The Company shall, during the first month of each calendar quarter, provide to Pledgee its financial statements for the preceding calendar quarter, including without limitation its balance sheets, profit statements and cash flow statements. Within 90 days of the end of each fiscal year, the Company shall provide Pledgee with the Company's audited financial statements of the current fiscal year, which shall be audited and certified by the independent certified auditor approved by Pledgee.
- 6.16 公司保证根据质权人的合理要求,采取一切必要措施及签署一切必要文件,以确保质权人对股权的质押权益及该等权益的行使和实现。
- The Company shall, pursuant to Pledgee's reasonable requests, take all necessary measures and sign all necessary documents so as to ensure and protect Pledgee's pledge rights over the Equity Interest and the realization thereof.
- 6.17 如果由于本协议项下质权的行使而引起任何股权的转让,公司保证采取一切措施以完成该等转让。
- If the exercise of the Pledge under this Agreement results in any transfer of the Equity Interest, the Company agrees and warrants that it will take all measures to effect such transfer.

7. **违约事件**
Event of Default

7.1 下列情况均应被视为违约事件：

The following circumstances shall be deemed Event of Default:

- 7.1.1 任何义务人未能完整或即时履行其合作系列协议项下任何担保债务；
Any Obligor fails to promptly perform or perform in full any of its Secured Obligations under the Cooperation Agreements;
- 7.1.2 股东在本协议第 5 条所作的任何陈述或保证含有严重失实陈述或错误，和/或股东违反本协议第 5 条的任何保证；
Any representation or warranty by Shareholders in Section 5 of this Agreement contains material misrepresentations or errors, and/or Shareholders violates any of the warranties in Section 5 of this Agreement;
- 7.1.3 股东和公司未能按第 3.1 条中的规定完成登记机关的股权出质登记；
Shareholders and the Company fail to complete the registration of the Pledge with Registration Authority under Section 3.1 of this Agreement;
- 7.1.4 股东或公司违反本协议的任何规定；
Shareholders or the Company breach any provisions of this Agreement;
- 7.1.5 除第 6.1.1 条中明确规定外，出质人转让或意图转让或放弃股权或者未经质权人书面同意而让予股权；
Except as expressly stipulated in Section 6.1.1, Pledgors transfer or purport to transfer or abandons the Equity Interest or assigns the Equity Interest without the written consent of Pledgee;
- 7.1.6 出质人对任何第三方的自身的贷款、保证、赔偿、承诺或其他债务责任 (1)因出质人违约被要求提前偿还或履行；或(2)已到期但不能如期偿还或履行；
Any of Pledgors' own loans, guarantees, indemnifications, promises or other debt liabilities to any third party or parties (1) become subject to a demand of early repayment or performance due to default on the part of Pledgors; or (2) become due but are not capable of being repaid or performed in a timely manner;
- 7.1.7 使本协议可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、使之失效或有实质性更改；
Any approval, license, permit or authorization of government agencies that makes this Agreement enforceable, legal and effective is withdrawn, terminated, invalidated or substantively changed;
- 7.1.8 适用的法律的颁布使本协议非法或使股东不能继续履行其在本协议项下的义务；
The promulgation of applicable laws renders this Agreement illegal or renders it impossible for Shareholders to continue to perform its obligations under this Agreement;

- 7.1.9 出质人所拥有的财产出现不利变化，致使质权人认为出质人履行其在本协议项下的义务的能力已受到影响；
Adverse changes in properties owned by Pledgors, which lead Pledgee to believe that that Pledgors' ability to perform its obligations under this Agreement has been affected;
- 7.1.10 公司的继承人或托管人只能部分履行或拒绝履行合作系列协议项下的任何义务；及
The successor or custodian of the Company is capable of only partially performing or refuses to perform any obligation under the Cooperation Agreements; and
- 7.1.11 质权人不能或可能不能行使其针对质权的权利的任何其他情况。
Any other circumstances occur where Pledgee is or may become unable to exercise its right with respect to the Pledge.
- 7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生，出质人应立即相应地书面通知质权人。
Upon notice or discovery of the occurrence of any circumstances described in Section 7.1 or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgors shall immediately notify Pledgee in writing accordingly.
- 7.3 除非本第 7.1 条所列明的违约事件已经在质权人通知之日起三十（30）天内令质权人满意地得到完满解决，否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出违约通知，要求出质人立即支付合作系列协议项下任何应付款和/或按本协议第 8 条的规定处置质权。
Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within thirty (30) days of Pledgee's notice, Pledgee may issue a Notice of Default to Pledgors in writing upon the occurrence of the Event of Default or at any time thereafter and demand that Pledgors immediately pay all payments due under the Cooperation Agreements, and/or disposes of the Pledge in accordance with the provisions of Section 8 of this Agreement.

8. 质权的行使

Exercise of Pledge

- 8.1 在合作系列协议完全履行及其所述应付款足额偿还前，未经质权人书面同意，出质人不得转让质权或股权。
Prior to the full performance of the Cooperation Agreements and full payment of all payments described therein, without Pledgee's written consent, Pledgors shall not assign the Pledge or the Equity Interest.
- 8.2 质权人行使质权时可向出质人发出违约通知。
Pledgee may issue a Notice of Default to Pledgors when exercising the Pledge.
- 8.3 受限于第 7.3 条的规定，质权人可在按第 7.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使强制执行质权的权利。一旦质权人选择强制执行质权，出质人应不再拥有与股权有关的任何权利或利益。
Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge concurrently with the issuance of the Notice of Default in accordance with

Section 7.2 or at any time after the issuance of the Notice of Default. Once Pledgee elects to enforce the Pledge, Pledgors shall cease to be entitled to any rights or interests associated with the Equity Interest.

- 8.4 在违约事件发生时，在许可的范围内并根据适用法律，质权人有权依法处置质押的股权；质权人因行使其质权而收到的全部款项，在清偿担保债务后若有剩余，则余款支付给出质人或有权收取该款项的人（不计利息），在中国法律允许的情况下，出质人或有权收取该款项的人应在收到余款后全额返还质权人。
In the Event of Default, Pledgee is entitled to dispose of the Equity Interest pledged, to the extent permitted and in accordance with applicable laws; if, after satisfying all Secured Obligations, there is any balance in the monies collected by Pledgee by enforcing the Pledge, then such balance shall be, without calculation of interests, paid to Pledgors or other parties entitled to receive such balance. The Pledgors or other parties entitled to receive such balance shall fully return to the Pledgee to the extent permitted under PRC laws.
- 8.5 当质权人依照本协议处置质权时，股东和公司应提供必要的协助，以使质权人能够根据本协议强制执行质权。
When Pledgee disposes of the Pledge in accordance with this Agreement, Shareholders and the Company shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.
- 8.6 一切与本协议项下股权质押的设定及质权人权利实现有关的实际开支、税费及全部法律费用等，应由出质人承担，法律规定由质权人承担的除外。
Unless otherwise provided by the law, all expenses, tax, charges and all legal fees relating to the establishment of the Pledge and enforcement of it shall be borne by Pledgors.

9. **转让** **Assignment**

- 9.1 未经质权人事先书面同意，股东和公司无权转让或转授其在本协议项下的权利和义务。
Without Pledgee's prior written consent, Shareholders and the Company shall not assign or delegate its rights and obligations under this Agreement.
- 9.2 本协议应对股东及其继任人和经许可的受让人均有约束力，并且应对质权人及其每一继任人和受让人有效。
This Agreement shall be binding on Shareholders and its successors and permitted assigns, and shall be valid with respect to Pledgee and each of its successors and assigns.
- 9.3 在任何时候，质权人均可以将其在本协议和合作系列协议项下的任何及所有权利和义务转让给其指定人（自然人/法人），在该情况下，受让人应享有和承担质权人在本协议项下的权利和义务，如同其是本协议的原始一方一样。当质权人转让本协议和合作系列协议项下的权利和义务时，应质权人要求，股东和公司应签署有关协议或与该等转让有关的其他文件。
At any time, Pledgee may assign any and all of its rights and obligations under this Agreement and the Cooperation Agreements to its designee(s) (natural/legal persons), in which case the assigns shall have the rights and obligations of Pledgee under this

Agreement, as if it were the original party to this Agreement. When Pledgee assigns the rights and obligations under this Agreement and the Cooperation Agreements, upon Pledgee's request, Shareholders and the Company shall execute relevant agreements or other documents relating to such assignment.

- 9.4 如果因转让而导致质权人变更,应质权人要求,股东和公司应与新的质权人按与本协议相同的条款和条件签署一份新的质押协议。

In the event of a change in Pledgee due to an assignment, Shareholders and the Company shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement.

- 9.5 全部义务人应严格遵守本协议和本协议各方或其中任何一方共同或单独签署的其他合同的规定,包括合作系列协议,履行在本协议和其他合同项下的义务,并不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示,股东不得行使其对在本协议项下质押的股权的任何余下的权利。

The Obligors shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Cooperation Agreements, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgors with respect to the Equity Interest pledged hereunder shall not be exercised by Shareholders except in accordance with the written instructions of Pledgee.

10. 终止

Termination

在合作系列协议完全履行及其项下的应付款足额支付之后,并且在全部义务人在合作系列协议项下的担保债务终止之后,本协议应终止,并且质权人应在合理切实可行范围内尽快解除本协议项下的股权质押,并配合出质人办理注销在公司的股东名册内以及在登记机关所作的股权质押的登记,因解除股权质押而产生的合理费用由出质人承担。

Upon the full performance of the Cooperation Agreements and full payment of all payments described therein, and upon termination of the Obligors' Secured Obligations under the Cooperation Agreements, this Agreement shall be terminated, and Pledgee shall then release the equity pledge hereunder as soon as reasonably practicable and cooperate with Pledgors in connection with the deregistration of the equity pledge in the Company's shareholder register and with the Registration Authority. The reasonable fees arising from pledge deregistration shall be borne by Pledgors.

11. 手续费及其他费用

Handling Fees and Other Expenses

除非另行约定或适用法律要求,与本协议有关的所有费用及实际开支,包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由公司承担。

Unless otherwise agreed or required by applicable laws, all fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by the Company.

12. 保密责任

Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

13. 管辖法律、争议解决和法律变更 **Governing Law, Resolution of Disputes and Change in Laws**

- 13.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 13.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted

in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 13.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时,除争议的事项外,本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 13.4 在本协议签署之日后,如果在任何时候,任何中国法律、法规或规章的颁布或改变,或对该等法律、法规或规章的解释或适用的改变;应适用以下约定:(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响),各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准;以及 (b) 如果由于上述法律变更或新颁布的规定,任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响,各方应利用所有合法的途径取得对遵守该变更或规定的豁免,尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决,受影响一方通知其他方后,各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改,以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 13.5 受限于中国法律的规定,仲裁庭可以就出质人的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定出质人进行清算。仲裁裁决生效后,任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定,作为财产保全或执行措施,经争议一方请求,具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下,向争议一方提供临时性救济措施。受限于中国法律的规定,(i) 香港,(ii) 开曼群岛,(iii) 公司的注册成立地(即中国上海);及(iv) 最终控股股东或公司主要资产所在地的法院,对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Pledgors, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Pledgors. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions) shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Company (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

14. 通知
Notices

- 14.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

- 14.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

- 14.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海雄国企业管理有限公司

Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址: 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君

Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 14.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

15. **分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

16. **继任者**
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。
This Agreement shall be binding on the respective successors of the Parties and the permitted assigns of such Parties.

17. **继续有效**
Survival

- 17.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。
Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 17.2 第 13、14 条和本第 17 条的规定在本协议终止后应继续有效。
The provisions of Sections 13, 14 and this Section 17 shall survive the termination of this Agreement.

18. **弃权**
Waivers

任何一方均可以对本协议的条款和条件作出弃权, 但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

19. **修订、更改与补充**
Amendment, Change and Supplement

- 19.1 对本协议作出的任何修订、更改与补充, 均须经所有各方签署书面协议, 并于相关政府登记 (如适用)。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties and be recorded with competent governmental authorities (if applicable).

- 19.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见, 或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化, 各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

20. **语言**
Language

本协议以中文书就, 英文翻译仅供参考。中文版本和英文版本如有不一致, 应以中文版本为准。本协议正本一式十五(15)份, 各方各持一(1)份, 其余由质权人持有, 每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Pledgee having the others; each counterpart has equal legal validity.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.



签署:

By:

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company



签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative

A handwritten signature in black ink, appearing to be '王仕永' (Wang Shiyong), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
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新疆同君股权投资有限合伙企业
Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

窦文伟



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
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林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership

签署：

By: _____

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海雄国企业管理有限公司

Shanghai Xionguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

杨学连

Yang Xuelian

签署:

By:

A handwritten signature in black ink, appearing to be '杨学连' (Yang Xuelian), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line.

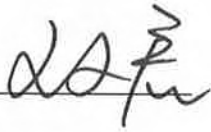
有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

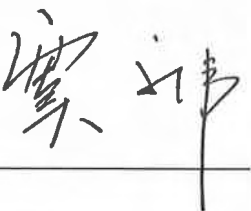
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IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署:

By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“**西交所**”）

本人，**窦文伟**，(i) 是新疆同君股权投资有限合伙企业（下称“**新疆同君**”）的普通合伙人，持有新疆同君 50%财产份额。新疆同君间接持有西交所 29.55%的股权；并且(ii) 在 2023 年 2 月 1 日与**未鯤**（上海）科技服务有限公司和其他西交所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关西交所 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过**新疆同君**间接持有的任何西交所的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关西交所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予**未鯤**（上海）科技服务有限公司或**未鯤**（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在西交所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对西交所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关西交所 VIE 协议之履行。本人承诺不会做出任何可能与相关西交所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关西交所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致西交所与拟上市公司及其下属公司利益相冲

突。

- (2) 如果本人在履行相关西交所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关西交所 VIE 协议项下的合法利益并服从拟上市公司的指示。

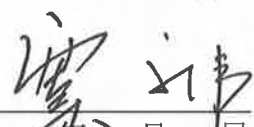
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:


2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海雄国企业管理有限公司(下称“**上海雄国**”)

本人，王文君，(i) 是新疆同君股权投资有限合伙企业（下称“**新疆同君**”）的有限合伙人，持有新疆同君 50% 的财产份额。新疆同君直接持有上海雄国 29.55% 的股权；并且 (ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海雄国的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海雄国 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何上海雄国的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海雄国 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海雄国直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海雄国的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海雄国 VIE 协议之履行。本人承诺不会做出任何可能与相关上海雄国 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海雄国 VIE 协议订立目的或意图相违背的作

为或不作为，从而导致或可能导致上海雄国与拟上市公司及其下属公司利益相冲突。

- (2) 如果本人在履行相关上海雄国 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海雄国 VIE 协议项下的合法利益并服从拟上市公司的指示。

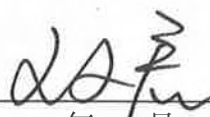
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

A handwritten signature in black ink, appearing to be 'DAE' or similar, written over a horizontal line.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海雄国企业管理有限公司(下称“上海雄国”)

本人，杨学连，(i) 持有上海兰帮投资有限责任公司（下称“上海兰帮”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）的普通合伙人，持有林芝金生 60%的财产份额。上海兰帮直接持有上海雄国 18.29%的股权，林芝金生直接持有上海雄国 2.17%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲(上海)科技服务有限公司和其他上海雄国的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》(上述协议及协议各方之后对其所作的任何书面修改、补充或确认(如有)，合称“相关上海雄国 VIE 协议”)。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何上海雄国的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海雄国 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海雄国直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海雄国的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海雄国 VIE 协议之履行。本人承诺不会做出任何可能与相关上海雄国 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海雄国 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致上海雄国与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关上海雄国 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海雄国 VIE 协议项下的合法利益并服从拟上市公司的指示。

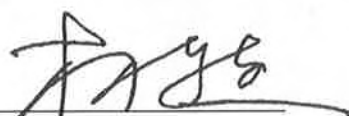
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:


2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海雄国企业管理有限公司(下称“**上海雄国**”)

本人，**窦文伟**，(i) 是新疆同君股权投资有限合伙企业（下称“**新疆同君**”）的普通合伙人，持有新疆同君 50%财产份额。新疆同君直接持有上海雄国 29.55%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海雄国的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海雄国 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何上海雄国的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海雄国 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海雄国直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海雄国的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海雄国 VIE 协议之履行。本人承诺不会做出任何可能与相关上海雄国 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海雄国 VIE 协议订立目的或意图相违背的作

为或不作为，从而导致或可能导致上海雄国与拟上市公司及其下属公司利益相冲突。

- (2) 如果本人在履行相关上海雄国 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海雄国 VIE 协议项下的合法利益并服从拟上市公司的指示。

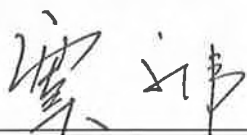
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:


2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海雄国企业管理有限公司(下称“**上海雄国**”)

本人，李红江，身份证号码为 410711196005151045。本人为杨学连之合法配偶。

本人知悉：(i) 杨学连通过上海兰帮投资有限责任公司（下称“**上海兰帮**”）及林芝金生投资管理合伙企业（有限合伙）（下称“**林芝金生**”）间接持有上海雄国 10.447%的股权；及 (ii) 杨学连在 2022 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海雄国的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海雄国 VIE 协议**”）。

本人在此确认及不可撤销的承诺：

1. 杨学连通过上海兰帮及林芝金生间接持有的任何上海雄国的股权及其所附带的所有权益（下称“**相关股权**”）均为杨学连的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照杨学连签署的相关上海雄国 VIE 协议进行处分。本人确认，在任何时点均将对相关上海雄国 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与上海雄国的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关上海雄国 VIE 协议之订立目的或意图相违背的行为或举措。

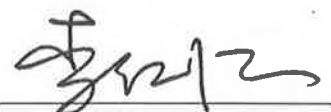
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署:

A handwritten signature in black ink, appearing to be '李仁乙' (Li Renyi), written over a horizontal line.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

上海雄国企业管理有限公司(下称“**上海雄国**”)

本人，**窦文伟**，(i) 是新疆同君股权投资有限合伙企业（下称“**新疆同君**”）的普通合伙人，持有新疆同君 50%财产份额。新疆同君直接持有上海雄国 29.55%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海雄国的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海雄国 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何上海雄国的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关上海雄国 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在上海雄国直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对上海雄国的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关上海雄国 VIE 协议之履行。本人承诺不会做出任何可能与相关上海雄国 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关上海雄国 VIE 协议订立目的或意图相违背的作

为或不作为，从而导致或可能导致上海雄国与拟上市公司及其下属公司利益相冲突。

- (2) 如果本人在履行相关上海雄国 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关上海雄国 VIE 协议项下的合法利益并服从拟上市公司的指示。

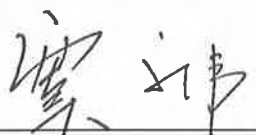
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:


2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海雄国企业管理有限公司(下称“上海雄国”)

本人，祁洵，身份证号码为 340303196507250625。本人为石京魁之合法配偶。

本人知悉：(i) 石京魁通过上海兰帮投资有限责任公司（下称“上海兰帮”）及林芝金生投资管理合伙企业（有限合伙）（下称“林芝金生”）间接持有上海雄国 10.013%的股权；及 (ii) 石京魁在 2022 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海雄国的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关上海雄国 VIE 协议**”）。

本人在此确认及不可撤销的承诺：

1. 石京魁通过上海兰帮及林芝金生间接持有的任何上海雄国的股权及其所附带的所有权益（下称“**相关股权**”）均为石京魁的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照石京魁签署的相关上海雄国 VIE 协议进行处分。本人确认，在任何时点均将对相关上海雄国 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与上海雄国的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关上海雄国 VIE 协议之订立目的或意图相违背的行为或举措。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：

邵炯

2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

上海雄国企业管理有限公司(下称“上海雄国”)

本人，孙增杰，身份证号码为 220104196706181528。本人为窦文伟之合法配偶。

本人知悉：(i) 窦文伟通过新疆同君股权投资有限合伙企业（下称“新疆同君”）间接持有上海雄国 14.77%的股权；及 (ii) 窦文伟在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他上海雄国的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关上海雄国 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 窦文伟通过新疆同君间接持有的任何上海雄国的股权及其所附带的所有权益（下称“相关股权”）均为窦文伟的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照窦文伟签署的相关上海雄国 VIE 协议进行处分。本人确认，在任何时点均将对相关上海雄国 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与上海雄国的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关上海雄国 VIE 协议之订立目的或意图相违背的行为或举措。

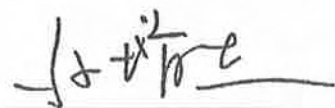
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：

A handwritten signature in black ink, appearing to be 'Ji Xing' (纪兴), written over a horizontal line.

2023 年 2 月 1 日

独家业务合作协议
Exclusive Business Cooperation Agreement

本独家业务合作协议（下称“本协议”）由以下双方于 2023 年 01 月 01 日在【】签署。

This Exclusive Business Cooperation Agreement (this "Agreement") is made and entered into by and between the following Parties on 01/01/23 in 【】.

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的所有股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party A**"). The entire equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands.

西双版纳商品交易中心股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为云南省西双版纳傣族自治州景洪市勐海路 74 号（“乙方”或“运营实体”）。

Xishuangbanna Commodity Trading Center Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan ("**Party B**" or "**OPCO**").

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a "**Party**" respectively, and as the "**Parties**" collectively.

鉴于：

Whereas,

1. 甲方是一家在中华人民共和国（下称“中国”）注册的有限责任公司，拥有提供技术服务和商务咨询服务的必要资源；
Party A is a limited liability company established in the People's Republic of China ("**China**"), and has the necessary resources to provide technical services and business consulting services;
2. 乙方是一家在中国注册的内资公司；
Party B is a company with exclusively domestic capital registered in China;
3. 甲方同意利用其人力、技术和信息优势，在本协议有效期内向乙方提供有关独家技术服务、技术咨询及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款的规定提供的该等服务。
Party A is willing to provide Party B, on an exclusive basis, with technical, consulting and other services (the detailed scope set forth below) during the term of this Agreement, utilizing its own advantages in human resources, technology and information, and Party B is willing to accept such exclusive services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, Party A and Party B have reached the following agreements:

1. 甲方服务提供

Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方提供全面的业务支持、技术服务和咨询服务，具体内容包括所有在乙方经核准的营业范围内由甲方不时决定的全部或部分服务，包括但不限于以下内容：技术服务、网络支持、业务咨询、设备或租赁、市场咨询、系统集成、产品研发和系统维护（“服务”）。

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with complete business support and technical and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which may include all or part of the services within the approved business scope of Party B as may be determined from time to time by Party A, including, but not limited to, technical services, network support, business consultations, equipment or leasing, marketing consultancy, system integration, product research and development, and system maintenance ("Service").

- 1.2 乙方同意接受甲方提供的咨询和服务。乙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.4 条描述的某些协议）为乙方提供本协议项下的咨询和/或服务。

Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not accept any consultations and/or services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.4 with Party B, to provide Party B with the consultations and/or services under this Agreement.

- 1.3 为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方有权向乙方提供财务支持（仅在中国法律允许的范围内）。为上述目的，甲方可以银行委托贷款或借款或其他方式向乙方和/或其任何股东提供财务支持，并应另行签署该等委托贷款或借款或其他方式的财务资助的相关合同。

To ensure that the cash flow requirements of Party B's ordinary operations are met and/or to set off any loss accrued during such operations, Party A has the right to, only to the extent permissible under the laws of PRC, to provide financial support to Party B, whether or not Party B actually incurs any such operational loss. For the aforesaid purpose, Party A's financial support to Party B may take the form of bank entrustment loans or borrowings or other forms. Contracts for any such entrustment loans or borrowings or other forms of financial support shall be executed separately.

1.4 服务的提供方式 Service Providing Methodology

- 1.4.1 甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署其他技术服务协议和咨询服务协议，对特定技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements with the other Party or its affiliates, which shall provide the specific contents, manner, personnel, and fees for the specific technical services and consulting services.

- 1.4.2 为履行本协议，甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into intellectual property (including, but not limited to, software, trademark, patent and know-how) license agreements with the other Party or its affiliates, which shall permit Party B to use Party A's relevant intellectual property rights, at any time and from time to time based on the needs of the business of Party B.

- 1.4.3 乙方确认，甲方可自主决定将本协议下应向乙方提供的全部或部分服务分包给第三方承担。

Party B acknowledges that Party A may, at its own discretion, subcontract to third parties all or part of the Services Party A provides to Party B under this Agreement.

2. 服务费的计算、支付方式、财务报表、审计和税务 Calculation and Payment of the Service Fees, Financial Reports, Audit and Tax

- 2.1 双方同意，就甲方提供的服务，乙方应向甲方支付服务费（“服务费”）。在符合中国法律规定的前提下，服务费应为乙方的税前利润（包括乙方于任何财政年度在任何其附属公司应占的所有利润及所收取的任何其他分配，但不计算本协议项下所应支付的服务费），并扣除在任何财政年度所需的运营资本、开支、税金款额（甲方可根据中国税法原则和税务实践对服务费进行调整）以及与中国税法所规定的独立交易原则相符合的运营利润。服务费应当按季度支付。乙方应于每季度最后一天起 7 日内，(a)向甲方提供乙方当季度的管理报表和经营数据，其中应当明确乙方在当季度的税前收益；(b) 按甲方向乙方提供的各项调查报告、计划书、发票或其他书面文件，将服务费支付给甲方。甲方在收到管理报表和经营数据后，可向乙方出具相应的服务费的发票。所有付款均应以汇款或各方认可的其它方式划入甲方指定的银行账户。各方同意，在本协议有

效期内，甲方可不时向乙方送达通知更改该等付款指示，且甲方无需经乙方同意，有权仅依照其自主决定以至少提前 10 天书面通知乙方的方式调整上述服务费及服务费支付时间。

The Parties agree that, in consideration of the Services, Party B shall pay Party A service fees (the "**Service Fees**"). Subject to PRC laws, the Service Fees shall be equal to the profit before taxation of Party B (including all profits attributable to Party B of, and any other distributions received by Party B from, any of its subsidiaries in any financial year but without taking into account the Service Fees payable under this Agreement) and deducting working capital requirements, expenses and taxes (Party A can adjust the Service Fees based on applicable PRC tax laws and practices) and operating profit that is in compliance with the principle of independent transaction as stipulated in PRC tax law. The Service Fees shall be due and payable on a quarterly basis. Party B shall, within 7 days from the last day of each quarter, (a) deliver to Party A the management accounts and operating statistics of Party B for such quarter, including the before tax income of Party B during such quarter, and (b) pay the Service Fees to Party A upon request by Party A under various survey reports, plans, invoices or other written documents. After receipt of such management accounts and operating statistics, Party A may issue to Party B a corresponding service invoice. All payments shall be transferred into the bank accounts designated by Party A through remittance or in any other way acceptable by the Parties. The Parties agree that such payment instruction may be changed by a notice given by Party A to Party B from time to time and Party A shall have the right to adjust the Service Fees and the time of payment at its sole discretion without the consent of Party B by giving Party B no less than 10 days' prior written notice of such adjustment during the term of this Agreement.

- 2.2 乙方应于每个财政年度末的 90 日内向甲方提供乙方在本财政年度的审计的财务报表，该财务报表应当经由甲方批准的独立注册会计师审计。如果该等经审计的财务报表显示出本财政年度内乙方向甲方支付的服务费总额与乙方本财政年度根据中国财务报告准则所确定的税前收益扣除相关成本、合理费用后的剩余金额之间有任何差额，经甲方书面要求，乙方应向甲方支付该等差额。

Within ninety (90) days after the end of each fiscal year, Party B shall deliver to Party A audited financial statements of Party B for such fiscal year, which shall be audited by an independent certified public accountant approved by Party A. If such audited financial statements show any shortfall of the before tax income of Party B as determined based on China financial reporting standards minus relevant costs and reasonable expenses of Party B for such fiscal year compared to the aggregate amount of the Service Fees paid by Party B to Party A in such fiscal year, upon written requests from Party A, Party B shall pay Party A an amount equal to such shortfall.

- 2.3 双方同意，上述服务费的支付原则上不应使任何一方经营发生困难，为上述目的，且在实现上述原则的限度内，甲方可以同意乙方迟延支付服务费，或经双方协商一致，可以书面形式调整第 2.1 条和第 2.2 条规定下乙方应向甲方支付服务费的时间安排。

The Parties agree that payment of the Services Fees shall not cause operational difficulty for any Party. For the purpose and in the spirit of the aforementioned principle, Party A may agree to a delay payment of Service Fees by Party B, or adjust the payment schedule under Section 2.1 and 2.2 by written notice upon mutual agreement of the Parties.

- 2.4 乙方应按照法律及商业惯例的要求编制符合甲方要求的财务报表。
Party B shall prepare its financial statements in satisfaction of Party A's requirements and in accordance with law and commercial practices.
- 2.5 经甲方提前 5 个工作日通知, 乙方应允许甲方及甲方的控股股东(直接或间接)/或其指定审计师对乙方进行各类审计活动, 包括在乙方的主要办公地点审计乙方的有关账册和记录并复印所需的该部分账册和记录。此外, 乙方应向甲方及甲方的控股股东(直接或间接)/或其指定审计师提供有关乙方运营、业务、客户、财务、员工等相关信息和资料, 并且同意最终控股股东为满足其证券上市地监管的要求而披露该等信息和资料。
Subject to a notice given by Party A 5 working days in advance, Party B shall allow Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor to carry out auditing activities on Party B, including reviewing, and making photocopies of, the relevant books and records of Party B at the principal office of Party B. Further, Party B shall provide Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor the information and materials in connection with the operation, businesses, clients, financials and employees of Party B, and agrees that the Ultimate Controlling Shareholder may disclose such information and materials to meet the requirements of the local regulatory authorities where its shares are listed.
- 2.6 本协议各方由于执行本协议所产生的税收负担, 由各方自行承担。
Each of the Parties shall assume its own tax obligations in relation to performance of this Agreement.

3. **知识产权、保密条款以及禁止竞争**
Intellectual Property Rights; Confidentiality Clauses; Non-competition

- 3.1 履行本协议而产生或创造的所有权利、所有权、权益和知识产权, 包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他, 无论其是由甲方还是由乙方开发的, 均由甲方享有独有的和所有权上的权利和权益。
Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including, but not limited to, copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others, regardless of whether they have been developed by Party A or Party B.
- 3.2 乙方未取得甲方事先书面同意前, 不得转移、转让、抵押、许可或以其他方式处置其权利、所有权、权益和知识产权, 包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他。

Party B shall not transfer, assign, mortgage, license or otherwise dispose of the rights and interests in rights, ownerships, intellectual properties, including but not limited to copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others of Party B without the prior written consent of Party A.

- 3.3 双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged between them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor is also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

- 3.4 乙方不得（直接或间接）经营除乙方营业执照及经营许可证之许可范围之外的业务，不得在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务之实体，也不得经营甲方书面同意范围之外的其他业务。

Party B shall not engage in any business activities other than those within the scope of its business license and business permit, whether directly or indirectly, or any businesses in China which compete with the businesses of Party A, whether directly or indirectly, including invest in any entity conducting businesses which compete with the businesses of Party A, or any other businesses beyond the scope approved in writing by Party A.

- 3.5 双方同意，不论本协议是否更改、废除或终止，本条应继续有效。
The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

4. 陈述和保证

Representations and Warranties

4.1 甲方陈述和保证如下：

Party A hereby represents and warrants as follows:

4.1.1 甲方是按照中国法律合法注册并有效存续的一家公司。

Party A is a company legally registered and validly existing in accordance with the laws of China.

4.1.2 甲方签署并履行本协议是在其法人资格及其业务运营范围之内；甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对甲方有约束力或影响的法律或其他限制。

Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party A.

4.1.3 本协议构成甲方的合法、有效和有约束力的义务，并应针对其可强制执行。

This Agreement constitutes Party A's legal, valid and binding obligations, and shall be enforceable against it.

4.1.4 不存在将影响甲方履行本协议项下义务的能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序，而且据其所知无人威胁将采取上述行动。

No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.

4.1.5 甲方已经向乙方披露了任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者使其资产或业务受到约束的文件，并且甲方此前提供给乙方的文件中没有对任何重要事实的不实陈述或者遗漏。

Party A has disclosed to Party B, all contracts, government approval, license or any other document restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party B do not contain any misrepresentations or omissions of material facts.

4.2 乙方陈述和保证如下：

Party B hereby represents and warrants as follows:

4.2.1 乙方是按照中国法律合法注册并有效存续的一家公司。

Party B is a company legally registered and validly existing in accordance with the laws of China;

- 4.2.2 乙方签署并履行本协议是在其法人资格及其业务运营范围之内；乙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对乙方有约束力或影响的法律或其他限制。
Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party B.
- 4.2.3 本协议构成乙方的合法、有效和有约束力的义务，并应针对其可强制执行。
This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it.
- 4.2.4 不存在将影响乙方履行本协议项下义务的能力的，已经发生且尚未了结的诉讼，仲裁或其他公司法或行政程序，而且据其所知无人威胁将采取上述行动。
No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.
- 4.2.5 乙方已经向甲方披露任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者其资产或业务受到约束的文件，并且乙方此前提供甲方的文件中没有对任何重要事实的不实陈述或者遗漏。
Party B has disclosed to Party A all contracts, government approvals, licenses or any other documents restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party A do not contain any misrepresentations or omissions of material facts.
- 4.2.6 乙方按照本协议的约定，及时足额向甲方支付服务费用，在服务期限内维持与乙方业务相关的许可和资质的持续有效性，积极配合甲方提供服务，接受甲方就乙方业务提出的合理的意见和建议。
Party B shall pay service fees in full and in time to Party A, maintain the licenses and qualifications related to Party B's business, and accept Party A's reasonable opinions and suggestions about Party B's business in accordance with the terms of this Agreement.
- 4.2.7 未经甲方事先书面同意，自本协议签署之日起，乙方不得出售，转让，抵押或以其他方式处置其他任何资产，业务或收入的合法权益，或任何第三方提供担保，或允许任何第三方在其资产或权益上设置任何其他担保权益，但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose in any other way any of its assets or legitimate interests in the business and revenue of Party B, or provide guarantees to any third party, or allow any third party create any other security interest on its assets or equity interests, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.8 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得发生, 继承, 保证或容许存在任何债务, 但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into, inherit, guarantee or allow the existence of any debt, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.9 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得签署任何重大合同(就本段而言, 如果一份合同的价值超过人民币 10 万元, 即被视为重大合同), 但在日常经营活动中签署的合同除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into any material contracts (for the purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed to be a material contract), except the contracts entered into in the ordinary course of business.

- 4.2.10 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得与任何第三方合并, 兼并购或组成联合实体, 或收购任何第三方或被收购或控制, 增加或减少其注册资本, 或者以其他任何方式改变其注册资本结构。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not merge with or takeover any third party or form any jointly controlled entity with any third party, or acquire any third party, to be acquired by or controlled by any third party, increase or reduce its registered capital, or alter the structure of the registered capital in any other way.

- 4.2.11 在相关中国法律允许的前提下, 乙方将委任甲方推荐的人担任其董事; 除非取得甲方的事先书面同意或有法定理由, 乙方不得以其他任何原因拒绝委任甲方推荐的人选。

Subject to permission under relevant laws of China, Party B shall elect the candidates Party A nominates as directors. Unless prior consent is obtained from Party A or due to statutory reasons, Party B shall not refuse the candidates Party A nominates for any other reasons.

4.2.12 自本协议签署之日起, 乙方委托甲方保管与控制对乙方日常营运重要相关证书及公章, 包括乙方营业执照, 组织机构代码证, 公章, 合同章, 财务专用章及法定代表人章。

Since the date of signing this Agreement, Party B shall entrust Party A to retain and exercise physical control of the seals and certificates of Party B that are crucial to the ordinary course of business of Party B, including business licenses, organization code certificates, official seals, contract stamps, finance stamps and legal representative stamps of Party B.

4.3 双方在此同意:

Parties hereby agree as follows:

4.3.1 双方承诺, 一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方及/或其附属公司、分公司可以合法从事乙方的业务, 双方将在该等乙方的股权全部转让给甲方后立即解除本协议。

The Parties undertake to terminate this Agreement after the transfer of Party B's equity interests to Party A in the event that Party A is allowed to and elects to hold Party B's equity interests directly and Party A and/or its subsidiary or branch is allowed to operate Party B's business legally in accordance with applicable PRC laws.

5. 生效和有效期 Effectiveness and Term

5.1 本协议自双方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或双方另行签署的其他协议的规定提前终止, 本协议有效期为 10 年。有效期满后, 除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方, 上述有效期将无限次延长, 每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless earlier terminated in accordance with the provisions of this Agreement or relevant agreements separately executed between the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5.2 在本协议期限内, 如果乙方破产或依法解散或其所有股权已根据双方与乙方的直接和间接现有股东于本协议同一日签署的《独家股权购买权协议》全部转让给甲方, 本协议将自动终止。

During the term of this Agreement, if Party B goes bankrupt, or is dissolved by law, or transfers all its shares to Party A pursuant to the exclusive option agreement executed between Party A, Party B and the direct and indirect current shareholders of Party B on the same date of this Agreement, this Agreement will automatically terminate.

6. 终止 Termination

- 6.1 除非依据本协议的有关条款续期，本协议应于期满之日并经甲方书面通知后终止。
Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated by the written termination notice by Party A upon the date of expiration hereof.
- 6.2 本协议有效期内，(a) 双方经协商一致，可提前终止本协议；(b) 甲方可在任何时候通过提前 30 天向乙方发出书面通知提前终止本协议；(c) 乙方无权单方提前终止本协议。
During the term of this Agreement, (a) the Parties may terminate this Agreement early upon mutual agreement; (b) Party A may terminate this Agreement early by giving 30 days' prior written notice to Party B at any time; and (c) Party B may not unilaterally terminate this Agreement prior to the expiration date.
- 6.3 在本协议终止之后，双方在第 3、7 和 8 条项下的权利和义务应继续有效。
The rights and obligations of the Parties under Sections 3, 7 and 8 shall survive the termination of this Agreement.
- 6.4 本协议由于任何原因提前终止或期满并不免除任何一方在本协议终止日或期满日前到期的本协议项下所有付款义务(包括但不限于服务费)，也不免除本协议终止前发生的任何违约责任。本协议终止前所产生的应付服务费应在本协议终止之日起 15 个工作日内支付给甲方。
In case of early termination, for whatever reason, or due expiration of this Agreement, payment obligations of either Party outstanding as of the date of such termination or expiration, including without limitation with respect to the Service Fees, shall not be waived, nor shall any default liability accrued as of the termination of this Agreement be waived. The Service Fees accrued as of the termination of this Agreement shall be paid to Party A within fifteen (15) working days following the termination of this Agreement.

7. **违约责任**
Liability for Breach of Agreement

- 7.1 除本协议其他条款规定外，如果一方(“**违约方**”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“**受损害方**”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因其违约方行为所导致的一切责任，并且赔偿因其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。
Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the

option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 7.2 除法律明确规定外，乙方无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, Party B do not have the right to terminate this Agreement due to Party A's breach of this Agreement.

8. 管辖法律、争议解决和法律变更
Governing Law, Resolution of Disputes and Change in Laws

- 8.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国法律管辖。
The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by laws of China.
- 8.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。
In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.
- 8.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。
Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any

dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 8.4 在本协议签署之日后, 如果在任何时候, 任何中国法律、法规或规章的颁布或改变, 或对该等法律、法规或规章的解释或适用的改变, 应适用以下约定: (a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响), 各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准; 以及 (b) 如果由于上述法律变更或新颁布的规定, 任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响, 各方应利用所有合法的途径取得对遵守该变更或规定的豁免, 尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决, 受影响一方通知其他方后, 各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改, 以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 8.5 受限于中国法律的规定, 仲裁庭可以就乙方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定乙方进行清算。仲裁裁决生效后, 任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定, 作为财产保全或执行措施, 经争议一方请求, 具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下, 向争议一方提供临时性救济措施。受限于中国法律的规定, (i) 香港, (ii) 开曼群岛, (iii) 乙方的注册成立地(即中国云南); 及 (iv) 最终控股股东或乙方主要资产所在地的法院, 对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of

arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted bylaws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party B (i.e. Yunnan, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party B's principal assets are located shall have jurisdiction for the aforesaid purpose.

9. **补偿**
Indemnification

对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

10. **通知**
Notices

10.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

10.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

10.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。
Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

- 10.2 为通知的目的，双方地址如下：
For the purpose of notices, the addresses of the Parties are as follows:

甲方： 未鲲（上海）科技服务有限公司
Party A: **Weikun (Shanghai) Technology Service Co., Ltd.**
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

乙方： 西双版纳商品交易中心股份有限公司
Party B: **Xishuangbanna Commodity Trading Center Co., Ltd.**
地址： 云南省西双版纳傣族自治州景洪市勐海路 74 号
Address: No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan
收件人： 法定代表人
Attn: Legal Representative

- 10.3 任何一方均可按本条条款通过向另一方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

11. 转让 Assignment

- 11.1 未经甲方的事先书面同意，乙方不得将其在本协议项下的权利和义务转让给任何第三方。
Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.
- 11.2 乙方同意，甲方可以通过向乙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过乙方的同意。
Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

12. 弃权；累积性救济 Waiver; Accumulative Remedies

- 12.1 一方对另一方违反或不履行本协议任何约定给予的任何豁免不应视为是该方对随后违反或不履行此等约定或本协议项下其他约定的豁免。未行使或拖延行使本协议项下任何权利或救济权不构成对本协议有关约定的豁免。
No waiver by a Party of any breach or non-fulfilment by the other of any provisions of this Agreement will be deemed to be a waiver of any subsequent breach or non-fulfilment of that or any other provision hereunder,

and no failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver of the relevant provision or provisions of this Agreement.

- 12.2 对本协议项下权利或救济权的一次或部分行使不应妨碍或限制对此等权利或救济权的进一步行使。每一方在本协议项下的权利和救济权是累积的，且不排除法定的任何权利和救济权。

No single or partial exercise of any right or remedy under this Agreement will preclude or restrict the further exercise of any such right or remedy. The rights and remedies of each Party provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

13. **可分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

14. **修订、更改与补充**
Amendment, Change and Supplement

- 14.1 对本协议作出的任何修订、更改与补充，均须经双方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by the Parties.

- 14.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

15. **继续有效**
Survival

- 15.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 15.2 第 8、10 条和本第 15 条的规定在本协议终止后应继续有效。

The provisions of Sections 8, 10 and this Section 15 shall survive the termination of this Agreement.

16. **其他**

Miscellaneous

- 16.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式五（5）份，每一方各持一份原件，其余由甲方留存备用，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in five counterparts, each Party having one original and Party A keeping the others; each counterpart has equal legal validity.

- 16.2 本协议对双方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of both Parties.

- 16.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 未鲲（上海）科技服务有限公司
Party A: Weikun (Shanghai) Technology Service Co., Ltd.



签署：
By: _____
姓名： YONG SUK CHO
Name: YONG SUK CHO
职务： 法定代表人
Title: Legal Representative

日期： 年 月 日

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

乙方： 西双版纳商品交易中心股份有限公司
Party B: Xishuangbanna Commodity Trading Center Co., Ltd.

签署：
By: _____
姓名： 李正宇
Name: Li Zhengyu
职务： 法定代表人
Title: Legal Representative

日期： 年 月 日

独家业务合作协议
Exclusive Business Cooperation Agreement

本独家业务合作协议（下称“本协议”）由以下双方于 2023 年 01 月 01 日在【】签署。

This Exclusive Business Cooperation Agreement (this "Agreement") is made and entered into by and between the following Parties on 01/01/23 in 【】.

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的所有股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party A**"). The entire equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands.

西双版纳商品交易中心股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为云南省西双版纳傣族自治州景洪市勐海路 74 号（“乙方”或“运营实体”）。

Xishuangbanna Commodity Trading Center Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan ("**Party B**" or "**OPCO**").

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a "**Party**" respectively, and as the "**Parties**" collectively.

鉴于：

Whereas,

1. 甲方是一家在中华人民共和国（下称“中国”）注册的有限责任公司，拥有提供技术服务和商务咨询服务的必要资源；
Party A is a limited liability company established in the People's Republic of China ("**China**"), and has the necessary resources to provide technical services and business consulting services;
2. 乙方是一家在中国注册的内资公司；
Party B is a company with exclusively domestic capital registered in China;
3. 甲方同意利用其人力、技术和信息优势，在本协议有效期内向乙方提供有关独家技术服务、技术咨询及其他服务（具体范围见下文），乙方同意接受甲方或其指定方按本协议条款的规定提供的该等服务。
Party A is willing to provide Party B, on an exclusive basis, with technical, consulting and other services (the detailed scope set forth below) during the term of this Agreement, utilizing its own advantages in human resources, technology and information, and Party B is willing to accept such exclusive services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, Party A and Party B have reached the following agreements:

1. 甲方服务提供

Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方提供全面的业务支持、技术服务和咨询服务，具体内容包括所有在乙方经核准的营业范围内由甲方不时决定的全部或部分服务，包括但不限于以下内容：技术服务、网络支持、业务咨询、设备或租赁、市场咨询、系统集成、产品研发和系统维护（“服务”）。

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with complete business support and technical and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which may include all or part of the services within the approved business scope of Party B as may be determined from time to time by Party A, including, but not limited to, technical services, network support, business consultations, equipment or leasing, marketing consultancy, system integration, product research and development, and system maintenance ("Service").

- 1.2 乙方同意接受甲方提供的咨询和服务。乙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议规定事宜，乙方不得接受任何第三方提供的任何咨询和/或服务，并且不得与任何第三方进行合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.4 条描述的某些协议）为乙方提供本协议项下的咨询和/或服务。

Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not accept any consultations and/or services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.4 with Party B, to provide Party B with the consultations and/or services under this Agreement.

- 1.3 为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方有权向乙方提供财务支持（仅在中国法律允许的范围内）。为上述目的，甲方可以银行委托贷款或借款或其他方式向乙方和/或其任何股东提供财务支持，并应另行签署该等委托贷款或借款或其他方式的财务资助的相关合同。

To ensure that the cash flow requirements of Party B's ordinary operations are met and/or to set off any loss accrued during such operations, Party A has the right to, only to the extent permissible under the laws of PRC, to provide financial support to Party B, whether or not Party B actually incurs any such operational loss. For the aforesaid purpose, Party A's financial support to Party B may take the form of bank entrustment loans or borrowings or other forms. Contracts for any such entrustment loans or borrowings or other forms of financial support shall be executed separately.

1.4 服务的提供方式
Service Providing Methodology

- 1.4.1 甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署其他技术服务协议和咨询服务协议，对特定技术服务和咨询服务的具体内容、方式、人员以及收费等进行约定。

Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements with the other Party or its affiliates, which shall provide the specific contents, manner, personnel, and fees for the specific technical services and consulting services.

- 1.4.2 为履行本协议，甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方与另一方或其关联方签署知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into intellectual property (including, but not limited to, software, trademark, patent and know-how) license agreements with the other Party or its affiliates, which shall permit Party B to use Party A's relevant intellectual property rights, at any time and from time to time based on the needs of the business of Party B.

- 1.4.3 乙方确认，甲方可自主决定将本协议下应向乙方提供的全部或部分服务分包给第三方承担。

Party B acknowledges that Party A may, at its own discretion, subcontract to third parties all or part of the Services Party A provides to Party B under this Agreement.

2. 服务费的计算、支付方式、财务报表、审计和税务
Calculation and Payment of the Service Fees, Financial Reports, Audit and Tax

- 2.1 双方同意，就甲方提供的服务，乙方应向甲方支付服务费（“服务费”）。在符合中国法律规定的前提下，服务费应为乙方的税前利润（包括乙方于任何财政年度在任何其附属公司应占的所有利润及所收取的任何其他分配，但不计算本协议项下所应支付的服务费），并扣除在任何财政年度所需的运营资本、开支、税金款额（甲方可根据中国税法原则和税务实践对服务费进行调整）以及与中国税法所规定的独立交易原则相符合的运营利润。服务费应当按季度支付。乙方应于每季度最后一天起 7 日内，(a)向甲方提供乙方当季度的管理报表和经营数据，其中应当明确乙方在当季度的税前收益；(b) 按甲方向乙方提供的各项调查报告、计划书、发票或其他书面文件，将服务费支付给甲方。甲方在收到管理报表和经营数据后，可向乙方出具相应的服务费的发票。所有付款均应以汇款或各方认可的其它方式划入甲方指定的银行账户。各方同意，在本协议有

效期内，甲方可不时向乙方送达通知更改该等付款指示，且甲方无需经乙方同意，有权仅依照其自主决定以至少提前 10 天书面通知乙方的方式调整上述服务费及服务费支付时间。

The Parties agree that, in consideration of the Services, Party B shall pay Party A service fees (the "**Service Fees**"). Subject to PRC laws, the Service Fees shall be equal to the profit before taxation of Party B (including all profits attributable to Party B of, and any other distributions received by Party B from, any of its subsidiaries in any financial year but without taking into account the Service Fees payable under this Agreement) and deducting working capital requirements, expenses and taxes (Party A can adjust the Service Fees based on applicable PRC tax laws and practices) and operating profit that is in compliance with the principle of independent transaction as stipulated in PRC tax law. The Service Fees shall be due and payable on a quarterly basis. Party B shall, within 7 days from the last day of each quarter, (a) deliver to Party A the management accounts and operating statistics of Party B for such quarter, including the before tax income of Party B during such quarter, and (b) pay the Service Fees to Party A upon request by Party A under various survey reports, plans, invoices or other written documents. After receipt of such management accounts and operating statistics, Party A may issue to Party B a corresponding service invoice. All payments shall be transferred into the bank accounts designated by Party A through remittance or in any other way acceptable by the Parties. The Parties agree that such payment instruction may be changed by a notice given by Party A to Party B from time to time and Party A shall have the right to adjust the Service Fees and the time of payment at its sole discretion without the consent of Party B by giving Party B no less than 10 days' prior written notice of such adjustment during the term of this Agreement.

- 2.2 乙方应于每个财政年度末的 90 日内向甲方提供乙方在本财政年度的审计的财务报表，该财务报表应当经由甲方批准的独立注册会计师审计。如果该等经审计的财务报表显示出本财政年度内乙方向甲方支付的服务费总额与乙方本财政年度根据中国财务报告准则所确定的税前收益扣除相关成本、合理费用后的剩余金额之间有任何差额，经甲方书面要求，乙方应向甲方支付该等差额。

Within ninety (90) days after the end of each fiscal year, Party B shall deliver to Party A audited financial statements of Party B for such fiscal year, which shall be audited by an independent certified public accountant approved by Party A. If such audited financial statements show any shortfall of the before tax income of Party B as determined based on China financial reporting standards minus relevant costs and reasonable expenses of Party B for such fiscal year compared to the aggregate amount of the Service Fees paid by Party B to Party A in such fiscal year, upon written requests from Party A, Party B shall pay Party A an amount equal to such shortfall.

- 2.3 双方同意，上述服务费的支付原则上不应使任何一方经营发生困难，为上述目的，且在实现上述原则的限度内，甲方可以同意乙方迟延支付服务费，或经双方协商一致，可以书面形式调整第 2.1 条和第 2.2 条规定下乙方应向甲方支付服务费的时间安排。

The Parties agree that payment of the Services Fees shall not cause operational difficulty for any Party. For the purpose and in the spirit of the aforementioned principle, Party A may agree to a delay payment of Service Fees by Party B, or adjust the payment schedule under Section 2.1 and 2.2 by written notice upon mutual agreement of the Parties.

- 2.4 乙方应按照法律及商业惯例的要求编制符合甲方要求的财务报表。
Party B shall prepare its financial statements in satisfaction of Party A's requirements and in accordance with law and commercial practices.
- 2.5 经甲方提前 5 个工作日通知, 乙方应允许甲方及甲方的控股股东(直接或间接)/或其指定审计师对乙方进行各类审计活动, 包括在乙方的主要办公地点审计乙方的有关账册和记录并复印所需的该部分账册和记录。此外, 乙方应向甲方及甲方的控股股东(直接或间接)/或其指定审计师提供有关乙方运营、业务、客户、财务、员工等相关信息和资料, 并且同意最终控股股东为满足其证券上市地监管的要求而披露该等信息和资料。
Subject to a notice given by Party A 5 working days in advance, Party B shall allow Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor to carry out auditing activities on Party B, including reviewing, and making photocopies of, the relevant books and records of Party B at the principal office of Party B. Further, Party B shall provide Party A, Party A's (direct or indirect) controlling shareholder, and/or its appointed auditor the information and materials in connection with the operation, businesses, clients, financials and employees of Party B, and agrees that the Ultimate Controlling Shareholder may disclose such information and materials to meet the requirements of the local regulatory authorities where its shares are listed.
- 2.6 本协议各方由于执行本协议所产生的税收负担, 由各方自行承担。
Each of the Parties shall assume its own tax obligations in relation to performance of this Agreement.

3. **知识产权、保密条款以及禁止竞争**
Intellectual Property Rights; Confidentiality Clauses; Non-competition

- 3.1 履行本协议而产生或创造的所有权利、所有权、权益和知识产权, 包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他, 无论其是由甲方还是由乙方开发的, 均由甲方享有独有的和所有权上的权利和权益。
Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including, but not limited to, copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others, regardless of whether they have been developed by Party A or Party B.
- 3.2 乙方未取得甲方事先书面同意前, 不得转移、转让、抵押、许可或以其他方式处置其权利、所有权、权益和知识产权, 包括但不限于著作权、专利、专利申请、商标、软件、技术秘密、商业机密及其他。

Party B shall not transfer, assign, mortgage, license or otherwise dispose of the rights and interests in rights, ownerships, intellectual properties, including but not limited to copyrights, patents, patent applications, trademarks, software, know-how, trade secrets and others of Party B without the prior written consent of Party A.

- 3.3 双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged between them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor is also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

- 3.4 乙方不得（直接或间接）经营除乙方营业执照及经营许可证之许可范围之外的业务，不得在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务之实体，也不得经营甲方书面同意范围之外的其他业务。

Party B shall not engage in any business activities other than those within the scope of its business license and business permit, whether directly or indirectly, or any businesses in China which compete with the businesses of Party A, whether directly or indirectly, including invest in any entity conducting businesses which compete with the businesses of Party A, or any other businesses beyond the scope approved in writing by Party A.

- 3.5 双方同意，不论本协议是否更改、废除或终止，本条应继续有效。
The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

4. 陈述和保证

Representations and Warranties

4.1 甲方陈述和保证如下：

Party A hereby represents and warrants as follows:

4.1.1 甲方是按照中国法律合法注册并有效存续的一家公司。

Party A is a company legally registered and validly existing in accordance with the laws of China.

4.1.2 甲方签署并履行本协议是在其法人资格及其业务运营范围之内；甲方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对甲方有约束力或影响的法律或其他限制。

Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and been given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party A.

4.1.3 本协议构成甲方的合法、有效和有约束力的义务，并应针对其可强制执行。

This Agreement constitutes Party A's legal, valid and binding obligations, and shall be enforceable against it.

4.1.4 不存在将影响甲方履行本协议项下义务的能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序，而且据其所知无人威胁将采取上述行动。

No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.

4.1.5 甲方已经向乙方披露了任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者使其资产或业务受到约束的文件，并且甲方此前提供给乙方的文件中没有对任何重要事实的不实陈述或者遗漏。

Party A has disclosed to Party B, all contracts, government approval, license or any other document restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party B do not contain any misrepresentations or omissions of material facts.

4.2 乙方陈述和保证如下：

Party B hereby represents and warrants as follows:

4.2.1 乙方是按照中国法律合法注册并有效存续的一家公司。

Party B is a company legally registered and validly existing in accordance with the laws of China;

- 4.2.2 乙方签署并履行本协议是在其法人资格及其业务运营范围之内；乙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意及批准，并且将不违反对乙方有约束力或影响的法律或其他限制。
Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party B.
- 4.2.3 本协议构成乙方的合法、有效和有约束力的义务，并应针对其可强制执行。
This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it.
- 4.2.4 不存在将影响乙方履行本协议项下义务的能力的，已经发生且尚未了结的诉讼，仲裁或其他公司法或行政程序，而且据其所知无人威胁将采取上述行动。
No lawsuit, arbitration or other legal or government proceeding has commenced and is pending or, to its knowledge, is threatened against it, which would affect its ability to perform its obligations under this Agreement.
- 4.2.5 乙方已经向甲方披露任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者其资产或业务受到约束的文件，并且乙方此前提供甲方的文件中没有对任何重要事实的不实陈述或者遗漏。
Party B has disclosed to Party A all contracts, government approvals, licenses or any other documents restricting its assets or business that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Party A do not contain any misrepresentations or omissions of material facts.
- 4.2.6 乙方按照本协议的约定，及时足额向甲方支付服务费用，在服务期限内维持与乙方业务相关的许可和资质的持续有效性，积极配合甲方提供服务，接受甲方就乙方业务提出的合理的意见和建议。
Party B shall pay service fees in full and in time to Party A, maintain the licenses and qualifications related to Party B's business, and accept Party A's reasonable opinions and suggestions about Party B's business in accordance with the terms of this Agreement.
- 4.2.7 未经甲方事先书面同意，自本协议签署之日起，乙方不得出售，转让，抵押或以其他方式处置其他任何资产，业务或收入的合法权益，或任何第三方提供担保，或允许任何第三方在其资产或权益上设置任何其他担保权益，但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose in any other way any of its assets or legitimate interests in the business and revenue of Party B, or provide guarantees to any third party, or allow any third party create any other security interest on its assets or equity interests, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.8 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得发生, 继承, 保证或容许存在任何债务, 但运营实体在其日常经营活动中进行的金融服务交易除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into, inherit, guarantee or allow the existence of any debt, other than financial service transactions conducted by the OPCO in its ordinary course of business.

- 4.2.9 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得签署任何重大合同(就本段而言, 如果一份合同的价值超过人民币 10 万元, 即被视为重大合同), 但在日常经营活动中签署的合同除外。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not enter into any material contracts (for the purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed to be a material contract), except the contracts entered into in the ordinary course of business.

- 4.2.10 未经甲方事先书面同意, 自本协议签署之日起, 乙方不得与任何第三方合并, 兼并或组成联合实体, 或收购任何第三方或被收购或控制, 增加或减少其注册资本, 或者以其他任何方式改变其注册资本结构。

Since the date of signing this Agreement, without the prior written consent of Party A, Party B shall not merge with or takeover any third party or form any jointly controlled entity with any third party, or acquire any third party, to be acquired by or controlled by any third party, increase or reduce its registered capital, or alter the structure of the registered capital in any other way.

- 4.2.11 在相关中国法律允许的前提下, 乙方将委任甲方推荐的人担任其董事; 除非取得甲方的事先书面同意或有法定理由, 乙方不得以其他任何原因拒绝委任甲方推荐的人选。

Subject to permission under relevant laws of China, Party B shall elect the candidates Party A nominates as directors. Unless prior consent is obtained from Party A or due to statutory reasons, Party B shall not refuse the candidates Party A nominates for any other reasons.

4.2.12 自本协议签署之日起, 乙方委托甲方保管与控制对乙方日常营运重要相关证书及公章, 包括乙方营业执照, 组织机构代码证, 公章, 合同章, 财务专用章及法定代表人章。

Since the date of signing this Agreement, Party B shall entrust Party A to retain and exercise physical control of the seals and certificates of Party B that are crucial to the ordinary course of business of Party B, including business licenses, organization code certificates, official seals, contract stamps, finance stamps and legal representative stamps of Party B.

4.3 双方在此同意:

Parties hereby agree as follows:

4.3.1 双方承诺, 一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方及/或其附属公司、分公司可以合法从事乙方的业务, 双方将在该等乙方的股权全部转让给甲方后立即解除本协议。

The Parties undertake to terminate this Agreement after the transfer of Party B's equity interests to Party A in the event that Party A is allowed to and elects to hold Party B's equity interests directly and Party A and/or its subsidiary or branch is allowed to operate Party B's business legally in accordance with applicable PRC laws.

5. 生效和有效期 Effectiveness and Term

5.1 本协议自双方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或双方另行签署的其他协议的规定提前终止, 本协议有效期为 10 年。有效期满后, 除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方, 上述有效期将无限次延长, 每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless earlier terminated in accordance with the provisions of this Agreement or relevant agreements separately executed between the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5.2 在本协议期限内, 如果乙方破产或依法解散或其所有股权已根据双方与乙方的直接和间接现有股东于本协议同一日签署的《独家股权购买权协议》全部转让给甲方, 本协议将自动终止。

During the term of this Agreement, if Party B goes bankrupt, or is dissolved by law, or transfers all its shares to Party A pursuant to the exclusive option agreement executed between Party A, Party B and the direct and indirect current shareholders of Party B on the same date of this Agreement, this Agreement will automatically terminate.

6. 终止 Termination

- 6.1 除非依据本协议的有关条款续期，本协议应于期满之日并经甲方书面通知后终止。
Unless renewed in accordance with the relevant terms of this Agreement, this Agreement shall be terminated by the written termination notice by Party A upon the date of expiration hereof.
- 6.2 本协议有效期内，(a) 双方经协商一致，可提前终止本协议；(b) 甲方可在任何时候通过提前 30 天向乙方发出书面通知提前终止本协议；(c) 乙方无权单方提前终止本协议。
During the term of this Agreement, (a) the Parties may terminate this Agreement early upon mutual agreement; (b) Party A may terminate this Agreement early by giving 30 days' prior written notice to Party B at any time; and (c) Party B may not unilaterally terminate this Agreement prior to the expiration date.
- 6.3 在本协议终止之后，双方在第 3、7 和 8 条项下的权利和义务应继续有效。
The rights and obligations of the Parties under Sections 3, 7 and 8 shall survive the termination of this Agreement.
- 6.4 本协议由于任何原因提前终止或期满并不免除任何一方在本协议终止日或期满日前到期的本协议项下所有付款义务(包括但不限于服务费)，也不免除本协议终止前发生的任何违约责任。本协议终止前所产生的应付服务费应在本协议终止之日起 15 个工作日内支付给甲方。
In case of early termination, for whatever reason, or due expiration of this Agreement, payment obligations of either Party outstanding as of the date of such termination or expiration, including without limitation with respect to the Service Fees, shall not be waived, nor shall any default liability accrued as of the termination of this Agreement be waived. The Service Fees accrued as of the termination of this Agreement shall be paid to Party A within fifteen (15) working days following the termination of this Agreement.

7. **违约责任**
Liability for Breach of Agreement

- 7.1 除本协议其他条款规定外，如果一方(“**违约方**”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“**受损害方**”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因其违约方行为所导致的一切责任，并且赔偿因其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。
Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the

option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfill its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 7.2 除法律明确规定外，乙方无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, Party B do not have the right to terminate this Agreement due to Party A's breach of this Agreement.

8. 管辖法律、争议解决和法律变更
Governing Law, Resolution of Disputes and Change in Laws

- 8.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国法律管辖。
The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by laws of China.
- 8.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。
In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.
- 8.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。
Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any

dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 8.4 在本协议签署之日后, 如果在任何时候, 任何中国法律、法规或规章的颁布或改变, 或对该等法律、法规或规章的解释或适用的改变, 应适用以下约定: (a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响), 各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准; 以及 (b) 如果由于上述法律变更或新颁布的规定, 任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响, 各方应利用所有合法的途径取得对遵守该变更或规定的豁免, 尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决, 受影响一方通知其他方后, 各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改, 以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 8.5 受限于中国法律的规定, 仲裁庭可以就乙方的股权权益或物业权益裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定乙方进行清算。仲裁裁决生效后, 任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定, 作为财产保全或执行措施, 经争议一方请求, 具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下, 向争议一方提供临时性救济措施。受限于中国法律的规定, (i) 香港, (ii) 开曼群岛, (iii) 乙方的注册成立地(即中国云南); 及 (iv) 最终控股股东或乙方主要资产所在地的法院, 对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of

arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted bylaws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party B (i.e. Yunnan, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party B's principal assets are located shall have jurisdiction for the aforesaid purpose.

9. **补偿**
Indemnification

对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受损害，除非该等损失、损害、责任或费用是因甲方的严重疏忽或故意的不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the consultations and services provided by Party A at the request of Party B, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

10. **通知**
Notices

10.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

10.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

10.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。
Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

- 10.2 为通知的目的，双方地址如下：
For the purpose of notices, the addresses of the Parties are as follows:

甲方： 未鲲（上海）科技服务有限公司
Party A: **Weikun (Shanghai) Technology Service Co., Ltd.**
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

乙方： 西双版纳商品交易中心股份有限公司
Party B: **Xishuangbanna Commodity Trading Center Co., Ltd.**
地址： 云南省西双版纳傣族自治州景洪市勐海路 74 号
Address: No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan
收件人： 法定代表人
Attn: Legal Representative

- 10.3 任何一方均可按本条条款通过向另一方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

11. 转让 Assignment

- 11.1 未经甲方的事先书面同意，乙方不得将其在本协议项下的权利和义务转让给任何第三方。
Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.
- 11.2 乙方同意，甲方可以通过向乙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过乙方的同意。
Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

12. 弃权；累积性救济 Waiver; Accumulative Remedies

- 12.1 一方对另一方违反或不履行本协议任何约定给予的任何豁免不应视为是该方对随后违反或不履行此等约定或本协议项下其他约定的豁免。未行使或拖延行使本协议项下任何权利或救济权不构成对本协议有关约定的豁免。
No waiver by a Party of any breach or non-fulfilment by the other of any provisions of this Agreement will be deemed to be a waiver of any subsequent breach or non-fulfilment of that or any other provision hereunder,

and no failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver of the relevant provision or provisions of this Agreement.

- 12.2 对本协议项下权利或救济权的一次或部分行使不应妨碍或限制对此等权利或救济权的进一步行使。每一方在本协议项下的权利和救济权是累积的，且不排除法定的任何权利和救济权。

No single or partial exercise of any right or remedy under this Agreement will preclude or restrict the further exercise of any such right or remedy. The rights and remedies of each Party provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

13. **可分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

14. **修订、更改与补充**
Amendment, Change and Supplement

- 14.1 对本协议作出的任何修订、更改与补充，均须经双方签署书面协议。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by the Parties.

- 14.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

15. **继续有效**
Survival

- 15.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 15.2 第 8、10 条和本第 15 条的规定在本协议终止后应继续有效。

The provisions of Sections 8, 10 and this Section 15 shall survive the termination of this Agreement.

16. **其他**

Miscellaneous

- 16.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式五（5）份，每一方各持一份原件，其余由甲方留存备用，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in five counterparts, each Party having one original and Party A keeping the others; each counterpart has equal legal validity.

- 16.2 本协议对双方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of both Parties.

- 16.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 未鲲（上海）科技服务有限公司
Party A: Weikun (Shanghai) Technology Service Co., Ltd.



签署：
By: _____
姓名： YONG SUK CHO
Name: YONG SUK CHO
职务： 法定代表人
Title: Legal Representative

日期： 年 月 日

有鉴于此，双方已促使其授权代表于文首所述日期签署了本独家业务合作协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

乙方：西双版纳商品交易中心股份有限公司
Party B: Xishuangbanna Commodity Trading Center Co., Ltd.

签署：
By: _____
姓名：李正宇
Name: Li Zhengyu
职务：法定代表人
Title: Legal Representative

日期： 年 月 日

独家资产购买权协议
Exclusive Asset Option Agreement

本独家资产购买权协议（下称“本协议”）由以下各方于 2023 年 2 月 11 日在上海签署：

This **Exclusive Asset Option Agreement** (this “**Agreement**”) is executed by and among the following Parties as of **Feb 11**, 2023 in Shanghai:

未鲲（上海）科技服务有限公司，一家依照中国法律成立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼（“甲方”）。甲方的股权由陆金所控股有限公司（“最终控股股东”），一家在开曼群岛获豁免的有限责任公司，最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Party A**"). The equity interests of Party A is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室（“上海雄国”）。

Shanghai Xiongguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Shanghai Xiongguo**")

上海惠康信息技术有限公司，一家依照中国法律设立和存续的有限责任公司，地址为中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室（“上海惠康”，与上海雄国合称为“直接股东”或“乙方”）。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Shanghai Huikang**", collectively with Shanghai Xiongguo as the "**Direct Shareholders**" or "**Party B**")

西双版纳商品交易中心股份有限公司，一家依照中国法律设立和存续的股份有限公司，地址为云南省西双版纳傣族自治州景洪市勐海路 74 号（“丙方”或“运营实体”）。

Xishuangbanna Commodity Trading Center Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan ("**Party C**" or the "**OPCO**")

深圳平安金融科技咨询有限公司，一家依照中国法律成立和存续的有限责任公司，地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼（“平安金科”）。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司，一家依照中国法律成立和存续的有限责任公司，地址为上海市浦东新区龙阳路 2277 号 1002N（“上海兰帮”）。

Shanghai Lanbang Investment Company, a limited liability company organized and

existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“**新疆同君**”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang ("**Xinjiang Tongjun**").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“**林芝金生**”）。

Linzhi Jinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("**Linzhi Jinsheng**").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“**股东**”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, Pinan Jinke, Shanghai Lanbang, Xinjiang Tongjun, Linzhi Jinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

直接股东为丙方登记在册的合法股东，合计持有丙方 100% 的资产：

The Direct Shareholders are the registered shareholders of Party C, and collectively hold 100% of the assets of Party C.

丙方有意授予甲方一项购买其所持有的全部资产的不可撤销的、专有的选择权；

Party C intends to grant Party A an irrevocable and exclusive right to purchase all the assets then held by Party C;

个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《个人股东承诺函》”）；并且 The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

股东同意就甲方行使此等资产购买权（定义见下述）给予一切必要的配合。

The Shareholders agree to render all necessary cooperation to the exercise of the Assets Purchase Option (as defined below) by Party A.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. 资产买卖 Sale and Purchase of Assets

1.1 授予权利 Option Granted

- 1.1.1 丙方在此不可撤销地且无任何附加条件地授予甲方一项不可撤销的、专有的选择权，使甲方在中国法律允许的前提下，有权自行决定步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从丙方购买，或指定一人或多人(各称为“**被指定人**”)从丙方购买其全部或部分资产(“**资产购买权**”)。受限于本协议的条款和条件，在中国法律法规允许的情况下，甲方拥有绝对的自由裁量权来决定其行使资产购买权(“**行权**”)的具体时间、方式和次数。除甲方和被指定人外，任何第三人均不得享有资产购买权或其他与丙方资产有关的权利。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

Party C hereby irrevocably and unconditionally grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "**Designee**") to purchase the assets then held by Party C once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "**Assets Purchase Option**"). Subject to the terms and conditions of this Agreement and to the extent permitted by PRC laws and regulations, Party A shall be entitled to absolute discretion over the time, manner and times to exercise the Option. Except for Party A and the Designee(s), no other person shall be entitled to the Assets Purchase Option or other rights with respect to the assets of Party C. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

- 1.1.2 各股东及运营实体在此同意和确认丙方根据本协议第 1.1.1 条的规定授予甲方该资产购买权并承诺将采取所有必要行动促使丙方履行其在本协议项下的所有义务，包括但不限于，通过任何丙方向甲方或被指定人转让丙方的资产或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

The Shareholders and OPCO hereby agree and confirm on Party C's grant of the Assets Purchase Option to Party A in accordance with Clause 1.1.1 of this Agreement and undertake to take all necessary actions to procure Party C to perform all of its obligations under this Agreement, including but not limited to, passing and voting in favour of any shareholders' or board resolution that is required for Party C to transfer any Assets of Party C to Party A or a Designee or to perform any other obligations under this Agreement.

1.2 资产购买权行使步骤

Steps for Exercise of Assets Purchase Option

甲方行使其资产购买权以符合中国法律和法规的规定为前提。甲方行使资产购买权时，应向丙方发出书面通知(“**资产购买通知**”)，资产购买通知应载明以下事项：(a)甲方行使资产购买权的决定；(b)甲方拟从丙方购买的资产范围(“**被购买的资产**”)；和(c)被购买的资产的购买日和/或转让日。

Subject to the provisions of the laws and regulations of China, Party A may exercise the Assets Purchase Option by issuing a written notice to Party C (the "**Assets Purchase Option Notice**"), specifying: (a) Party A's decision to exercise the Assets Purchase Option; (b) the portion of assets to be purchased from Party C (the "**Optioned Assets**"); and (c) the date for purchasing the Optioned Assets and/or the date for transfer of the Optioned Assets.

1.3 资产买价及其支付

Assets Purchase Price and Its Payment

除甲方行权时中国法律要求评估外，被购买的资产的买价(“**资产买价**”)应是相关资产的账面净值或届时中国法律所允许的最低价格中的较高者。在依据中国法律对资产买价进行必要的税务代扣代缴(如适用)以后，资产买价由甲方在被购买的资产正式转让至甲方名下并且甲方签署相关资产交接单起两个月内，以人民币现汇至丙方指定账户。资产买价应在丙方收到之日起一个月内全额返还给甲方或被指定人。

Unless an appraisal is required by the laws of China applicable to the Assets Purchase Option when exercised by Party A, the purchase price of the Optioned Assets (the "**Assets Purchase Price**") shall be the higher of the net book value of the Optioned Assets and the lowest price permitted under PRC law. After necessary withholding and paying of tax monies according to the applicable laws of China (if applicable), the Assets Purchase Price will be wired by Party A in RMB currency at spot exchange rate to the bank account(s) designated by Party C within two months after the Optioned Assets are officially transferred to Party A and Party A executes the relevant asset receipt note. The Assets Purchase Price shall be returned in full to Party A or its designee(s) within one month upon Party C's receipt of it.

1.4 转让被购买的资产

Transfer of Optioned Assets

甲方每次行使资产购买权时：

For each exercise of the Assets Purchase Option:

- 1.4.1 直接股东应及时召开丙方的股东会会议，在该会议上，应通过决议，批准丙方向甲方和/或被指定人转让被购买的资产。股东应采取所有必要行动促使此等股东决议的通过；

The Direct Shareholders shall promptly convene a shareholder's meeting of Party C, at which a resolution shall be adopted approving Party C's transfer of the Optioned Assets to Party A and/or the Designee(s). The Shareholders shall take all necessary actions to procure such shareholder's resolution to be passed;

- 1.4.2 丙方应与甲方和/或被指定人(取适用者)按照本协议及资产购买通知的规定，就每次转让签署格式和内容如本协议附录所示的资产转让协议；

Party C shall execute an asset transfer agreement (in the form set out in the Appendix hereto) with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Assets Purchase Option Notice regarding the Optioned Assets;

- 1.4.3 股东和丙方应签署所有其他必要合同、协议或文件，取得或协助甲方取得全部必要的政府执照、许可和登记（若适用），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的资产的有效所有权转移给甲方和/或被指定人并促使甲方和/或被指定人成为被购买的资产的登记在册所有人（若适用）。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议项下产生的任何担保权益。

The Shareholders and Party C shall execute all other necessary contracts, agreements or documents, obtain or assist Party A to obtain all necessary government licenses, permits and registrations (if applicable) and take all necessary actions to transfer valid ownership of the Optioned Assets to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Assets (if applicable). For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest arising from this Agreement.

2. 承诺 Covenants

2.1 有关股东和丙方的承诺 Covenants regarding Shareholders and Party C

股东和丙方在此分别并连带地承诺：

The Shareholders and Party C hereby jointly and severally covenant as follows:

- 2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构；

Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party

C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

- 2.1.2 按照良好的财务和商业标准及惯例，保持丙方的存续，审慎地及有效地经营丙方业务和处理其事务，并且促使丙方履行其在独家业务合作协议项下的义务；本款及本协议所规定的“**独家业务合作协议**”指甲方及丙方于本协议签署之日签署的独家业务合作协议，甲方根据相关协议向丙方提供相关的业务支持、技术服务和咨询服务；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs, and to cause Party C to perform its obligations under the Exclusive Business Cooperation Agreement; "**Exclusive Business Cooperation Agreement**" in this Section and this Agreement refers to the exclusive business cooperation agreement executed by Party A and Party C on the execution date of this Agreement, under which Party A provides relevant business support, technical and consulting service to Party C;

- 2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何担保权益的产权负担，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenue of Party C, or allow the encumbrance thereon of any security interest, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.4 未经甲方的事先书面同意，丙方不发生、继承、保证或允许存在任何债务，但(i)在日常经营活动中而不是通过贷款产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；

Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 2.1.5 一直在日常经营活动中运营丙方的所有资产，以保持丙方的资产价值，不进行可能影响其资产价值的任何作为/不作为；

They shall always operate all of Party C's assets during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's asset value;

- 2.1.6 应甲方的要求，向其提供所有关于丙方的资产状况和价值的资料；

They shall provide Party A with information on the status and value of Party C's assets at Party A's request;

- 2.1.7 未经甲方的事先书面同意，不得促使丙方签署任何重大合同(就本段而言，如果一份合同的价值超过人民币 10 万元，即被视为重大合同)，但在日常经营活动中签署的合同除外；

Without the prior written consent of Party A, they shall not cause Party C to execute any material contract (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a material contract), except the contracts in the ordinary course of business;

- 2.1.8 未经甲方的事先书面同意，不得促使丙方向任何人提供贷款或信贷或任何形式的担保，但运营实体在其日常经营活动中进行的金融服务交易除外；

Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit or guarantee in any form, other than financial service transactions conducted by the OPCO in its ordinary course of business;

- 2.1.9 如甲方提出要求，应从甲方接受的保险公司处购买和持有有关丙方资产的保险，该保险的金额和险种应与经营丙方类似业务的公司一致；

If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate the businesses similar to those operated by Party C;

- 2.1.10 未经甲方的事先书面同意，不得促使或允许丙方与任何人合并或联合，或对任何人进行收购或投资，或促使或允许丙方出售其价值在人民币 10 万元之上的资产(但运营实体在其日常经营活动中进行的金融服务交易除外)；

Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person, and/or cause or permit Party C to sell assets with a value higher than RMB 100,000(other than financial service transactions conducted by the OPCO in its ordinary course of business);

- 2.1.11 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序以及可能对丙方的存续、业务经营、财务状况、资产或商誉产生不利影响的状况立即通知甲方并及时采取一切甲方认可的措施排除该等不利状况或对其采取有效的补救措施；

They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue and any circumstances that may adversely affect Party C's existence, business operation, financials, assets or goodwill, and shall promptly take all actions acceptable by Party A to exclude such adverse circumstances or take effective remedies therefor;

- 2.1.12 为保持丙方对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defences against all claims;

- 2.1.13 未经甲方事先书面同意，应确保丙方不得以任何形式派发股息予其股东，

但一经甲方书面要求，丙方应立即将所有可分配利润分配给其股东；
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;

- 2.1.14 应甲方的要求，应委任由其指定的任何人士担任丙方的董事以及/或者罢免在任的丙方的董事；及

At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C or replace any existing director(s) of Party C; and

- 2.1.15 若由于丙方或任何股东未能履行其于适用法律下的纳税义务，导致甲方行使资产购买权受阻，甲方有权要求丙方或相关股东履行该纳税义务，或要求丙方或相关股东支付该税金给甲方，由甲方代为支付。

If Party C or any of the Shareholders fails to fulfil any tax obligation applicable to it pursuant to the relevant laws and regulations and such failure prevents Party A from exercising its Assets Purchase Option, Party A shall have the right to demand Party C or the Relevant Shareholder to fulfil its tax obligation, or request Party C or the Relevant Shareholder to pay such amount to Party A for Party A to make the tax payment on its behalf.

2.2 股东的承诺

Covenants by Shareholders

股东在此分别并连带地承诺：

The Shareholders hereby jointly and severally covenant as follows:

- 2.2.1 股东应促使丙方股东会或董事会表决批准本协议规定的被购买的资产的转让并采取甲方可能要求的任何及所有其他行动。

The Shareholders shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Assets as set forth in this Agreement and to take any and all other actions that may be requested by Party A.

- 2.2.2 未经甲方事先书面同意，乙方不得要求运营实体就乙方拥有的其股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，除非甲方另行决定，如乙方收到运营实体的收益、利润分配、分红，乙方应在中国法允许的范围内，立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红，作为该运营实体在独家业务合作协议下应向甲方支付的服务费。

Without Prior written consent by Party A, Party B shall not put forward, or vote in favour of, any shareholder resolution to, or otherwise request the OPCO to, issue any dividends or other distributions with respect to its equity interest in the OPCO; provided, however, in the event that Party B receives any profit, distribution or dividend from the OPCO, Party B shall, as permitted under the laws of PRC, immediately pay or transfer such profit, distribution or dividend to Party A or to any party designated by Party A as service fees under the Exclusive Business Cooperation Agreement payable by the OPCO to Party A unless Party A otherwise decides.

- 2.2.3 股东应严格遵守本协议及其与丙方和甲方共同或分别签署的其他合同的规定，履行本协议及其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。

The Shareholders shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among the Shareholders, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof.

- 2.2.4 股东应促使直接股东或丙方董事会否决任何在未经甲方事先书面同意的情形下，根据本协议应事先取得甲方事先书面同意的事项的决议。

The Shareholders shall cause the Direct Shareholders or the board of directors of Party C to vote against any resolution intending to proceed with any matter requiring Party A's prior written consent according to this Agreement without such written consent being obtained from Party A.

3. 陈述和保证 Representations and Warranties

股东和丙方特此在本协议签署之日和被购买的资产的每一个转让日向甲方共同及分别陈述和保证如下：

Shareholders and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Assets, that:

- 3.1 其具有授权签署和交付本协议和其为一方的、被购买的资产的任何资产转让协议(各称为“**转让协议**”)，并履行其在本协议和任何转让协议项下的义务。丙方同意在甲方行使资产购买权时，签署与本协议附录条款一致的转让协议。本协议和转让协议构成或将构成其合法、有效及具有约束力的义务，并对其可强制执行；
They have the authority to execute and deliver this Agreement and any asset transfer agreement with respect to the Optioned Assets to which they are a party (each, a "**Transfer Agreement**"), and to perform their obligations under this Agreement and any Transfer Agreement. Party C agrees to enter into Transfer Agreements consistent with the terms of the Appendix of this Agreement upon Party A's exercise of the Assets Purchase Option. This Agreement and the Transfer Agreements to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- 3.2 无论是本协议或任何转让协议的签署和交付，还是本协议或任何转让协议项下的义务，均不得：(i)导致对中国的任何适用法律的任何违反；(ii)与丙方章程、规章或其他组织文件相抵触；(iii)导致对其是一方或对其有约束力的任何合同或文书的违反，或者构成其是一方或对其有约束力的任何合同或文书项下的任何违约；(iv)导致对向任何一方颁发的任何执照或许可的授予和/或继续生效的任何条件的任何违反；或(v)导致向任何一方颁发的任何执照或许可的中止或撤销或施加附加条件；

The execution and delivery of this Agreement or any Transfer Agreement and the obligations under this Agreement or any Transfer Agreement shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the

violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.3 丙方对其所有资产拥有良好和可出售的所有权，并且除本协议外，在上述资产上没有设置任何担保权益；

Party C has a good and merchantable title to all of its assets, and except for this Agreement, Party C has not placed any security interest on the aforementioned assets;

- 3.4 丙方没有任何未偿还债务，但(i)在日常经营活动中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；

Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;

- 3.5 丙方遵守适用的中国所有法律和法规；

Party C has complied with all laws and regulations of China;

- 3.6 没有悬而未决的或可能发生的与在丙方的资产或丙方有关的诉讼、仲裁或行政程序；及

There are no pending or threatened litigation, arbitration or administrative proceedings relating to the assets of Party C or Party C; and

- 3.7 在任何个人股东发生死亡，丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的乙方及丙方的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由甲方指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Party A pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "Designated Transferee") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity interests in Party B and Party C, as if the inheritor were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

4. 生效和有效期 Effectiveness and Term

本协议自各方于文首标明的日期签字或盖章并应自该等日期起生效。除非依本协议或各方另行签署的其他协议的规定提前终止，本协议有效期为 10 年。有效期

满后，除非甲方决定不延长有效期并在有效期届满前 30 日内书面通知乙方和丙方，上述有效期将无限次延长，每次 5 年。

This Agreement is executed on the date first above written and shall take effect as of such date. Unless terminated early in accordance with the provisions of this Agreement or relevant agreements separately executed among the Parties, the term of this Agreement shall be 10 years. Upon the expiration of the term, unless Party A determines not to extend the term and notifies Party B and Party C in writing of such determination within 30 days prior to the expiration of the term, the term shall be extended for unlimited times, with an extended term of 5 years each time.

5. 违约责任 Liability for Breach of Agreement

- 5.1 除本协议其他条款规定外，如果一方(“**违约方**”)未履行其在本协议项下某项义务或任何其他方式对本协议构成违反，则其他方(“**受损害方**”)可以：(a) 向违约方发出书面通知，说明违约性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救(“**补救期**”)；并且(b) 如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因违约方行为所导致的一切责任，并且赔偿其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用，诉讼或仲裁费用。此外受损害方有权要求违约方实际履行本协议项下的义务。受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行。受损害方行使前述救济权并不影响其依据本协议的约定和法律规定行使其他救济权利。

Except as otherwise provided herein, if a Party ("**Breaching Party**") fails to perform any of its obligations under this Agreement or breaches this Agreement in any other way, the other Party ("**Aggrieved Party**") has the option to: (a) give written notice to the Breaching Party describing the nature and scope of the breach and demand that the breaching party cure the breach at its cost within a reasonable time specified in the notice ("**Cure Period**"); and (b) if the Breaching Party fails to cure the breach within the Cure Period, the Aggrieved Party shall have the right to demand that the Breaching Party bear all the liabilities resulted from the breach and compensate the Aggrieved Party for all actual economic losses arising here from. The losses include, without limitation, attorney fees and expenses of litigation or arbitration related to the breach. The Aggrieved Party shall have the right to demand the Breaching Party to fulfil its obligations under this Agreement. The Aggrieved Party shall also have the right to apply to the related arbitration agency or court for specific performance or compulsory execution of provisions under this Agreement. The exercise of aforesaid rights will not affect other remedial rights based on this Agreement or law.

- 5.2 就其于本协议项下义务，运营实体与股东承担连带责任。
With respect to the obligations under this Agreement, the OPCO and the Shareholders shall undertake joint and several liabilities.
- 5.3 除法律明确规定外，股东及运营实体均无权因甲方违反合同而终止本协议。
Unless where the law clearly states otherwise, neither Shareholders nor the OPCO have the right to terminate this Agreement due to Party A's breach of this Agreement.

6. 管辖法律、争议解决和法律变更 Governing Law, Resolution of Disputes and Change in Laws

- 6.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 6.2 如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 6.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse

effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定，仲裁庭可以就各方的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定各方进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国云南）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of the Parties, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Parties. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Yunnan, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

7. **税款和费用**
Taxes and Fees

每一方均应根据中国法律就编制和签署本协议和转让协议以及完成本协议和转让协议项下规定的交易，支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Agreements, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Agreements.

8. **通知**
Notices

8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

8.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

8.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

8.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

公司： 未鲲（上海）科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海雄国企业管理有限公司
Company: Shanghai Xionguo Corporation Management Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.
地址： 中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人： 法定代表人
Attn: Legal Representative

公司： 西双版纳商品交易中心股份有限公司

Company: Xishuangbanna Commodity Trading Center Co., Ltd.
地址: 云南省西双版纳傣族自治州景洪市勐海路 74 号
Address: No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: LinzhiJinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun

地址：深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名：窦文伟
Name: Dou Wenwei
地址：深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 8.3 任何一方均可按本条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. **保密责任**
Confidentiality

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

10. **进一步保证**
Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this

Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. 其他
Miscellaneous

11.1 修订、更改与补充
Amendment, Change and Supplement

11.1.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。
Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

11.1.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。
If the Stock Exchange of Hong Kong Limited (“SEHK”) or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

11.2 完整合同
Entire agreement

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物达成的所有口头和书面的协商、陈述和合同。本协议附录为本协议的一部分，并具有同等法律效力。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement. The Appendix of this Agreement constitutes a part hereof, and has the same legal effects as this Agreement.

11.3 标题
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议的规定的含义。

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.4 语言
Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以

中文版本为准。本协议正本一式十五(15)份,各方各持一(1)份,其余由甲方持有,每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and Party A having the others; each counterpart has equal legal validity.

11.5 **可分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行,则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商,争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定,而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

11.6 **继任者**
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assignees of such Parties.

11.7 **继续有效**
Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 第 6、8 条和本第 11.7 条的规定在本协议终止后应继续有效。

The provisions of Sections 6, 8 and this Section 11.7 shall survive the termination of this Agreement.

11.8 **转让**
Assignment

未经甲方的事先书面同意,运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Party A's prior written consent, OPCO shall not assign its rights and obligations under this Agreement to any third party.

股东和运营实体同意,甲方可以通过向丙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务,而无需经过任何股东或运营实体的同意。

The Shareholders and the OPCO agree that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party C but without the consent of any Shareholder or the OPCO.

11.9 弃权 Waivers

任何一方均可以对本协议的条款和条件作出弃权,但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署：

By: _____

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海雄国企业管理有限公司

Shanghai Xionguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署:

By: _____

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

西双版纳商品交易中心股份有限公司
Xishuangbanna Commodity Trading Center Co., Ltd.

签署：

By: _____

姓名： 李正宇

Name: Li Zhengyu

职务： 法定代表人

Title: Legal Representative

日期： 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）

Linzhi Jinsheng Investment Management Limited Partnership

签署：

By: _____

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner



日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

杨学连

Yang Xuelian

签署：

By:

A handwritten signature in black ink, appearing to be 'Yang Xuelian', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By: _____

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

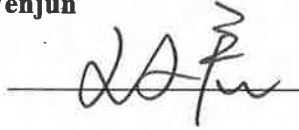
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

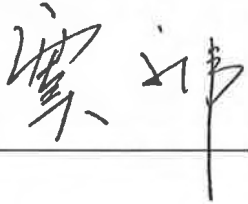
By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本独家资产购买权协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Asset Option Agreement as of the date first above written.

窦文伟
Dou Wenwei
签署：
By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

附录
Appendix
资产转让协议样式
Form of Asset Transfer Agreement

资产转让协议
Asset Transfer Agreement

本协议由下述当事人于【】年【】月【】日签署：
THIS AGREEMENT is made on the day of(DD)(MM), (YY)BETWEEN:

甲方（转让方）： 西双版纳商品交易中心股份有限公司
Party A (Transferor): Xishuangbanna Commodity Trading Center Co., Ltd.

乙方（受让方）： 未鲲（上海）科技服务有限公司
Party B (Transferee): Weikun (Shanghai) Technology Service Co., Ltd.

甲方为一家在中国境内合法成立并有效存续的公司，其资产包括但不限于：硬件设备、办公用具及用品、软件著作权、商标、专利、技术诀窍（KNOW-HOW）、域名、人力资源、合同、软件、用户数据库、各类资质、现金及股权和债务利益；
Party A is a company duly organized and existing in the PRC, whose assets include but not limited to hardware equipment, office utilities, software copyright, trademarks, patents, know-how, domains, human resources, contracts, software, client data base, various qualifications, cash and equity or debt interests;

本协议称之“**资产**”，是指甲方于本协议签署时所拥有的中国法律所允许转让的上述全部或部分资产，资产清单见附件；

"**Assets**" hereunder refers to all or part of the aforesaid assets owned by Party A and transferrable under PRC law as of the date hereof, the list of which is attached hereto;

甲方及其登记在册的合法股东深圳平安金融科技咨询有限公司、上海兰帮投资有限责任公司、新疆同君股权投资有限合伙企业、林芝金生投资管理合伙企业（有限合伙）以及乙方已于【】签署独家资产购买权协议，由甲方授予乙方一项购买甲方所持有的全部或部分资产的不可撤销的、专有的选择权（“**购买权协议**”）；

Party A, its duly registered shareholder, Shenzhen Pingan Financial Technology Consultation Company, Shanghai Lanbang Investment Company, Xinjiang Tongjun Equity Investment Limited Partnership, Linzhi Jinsheng Investment Management Limited Partnership And Party B entered into an Exclusive Asset Option Agreement dated 【】, whereby Party A grants to Party B an irrevocable, exclusive option to purchase all or part of the assets owned by Party A ("**Option Agreement**").

甲乙双方经过友好协商，就资产转让事宜，达成协议如下：
Party A and Party B have, through mutual negotiations, reached agreement in connection with the transfer of the Assets upon and subject to the following terms and conditions:

第1条 资产转让
Clause 1 Assets to Be Transferred

- 1.1 在本协议及购买权协议的条款和条件下,甲方同意将其持有的全部资产转让给乙方,乙方同意购买全部资产。
Subject to the terms and conditions of this Agreement and the Option Agreement, Party A agrees to transfer all Assets it holds to Party B, and Party B agrees to purchase all Assets.
- 1.2 资产的转让总价为_____人民币。
The aggregate consideration for the transfer of the Assets shall be RMB_____.
- 1.3 甲方在此放弃、且同意促成放弃,在适用的中国法律、公司章程或其他规定下可能存在的对资产转让的任何限制。
Party A hereby waives and agrees to procure the waiver of any restrictions on transfer of Assets under applicable PRC laws, the articles of association of the Company or otherwise.

第2条 交割及价款支付

Clause 2 Closing and Consideration Payment

- 2.1 甲方应当于本协议签署后_____个工作日内将资产转让给乙方 (“交割期”)。
Party A shall transfer the Assets to Party B within _____business days of the date hereof ("Closing Period").
- 2.2 甲方应使得资产在交割期内完成所有必要的变更登记和政府批准,以使本协议拟定的资产转让生效(若适用)。甲方将尽最大的努力尽快办理并在尽可能短的时间内获得前述登记和批准。
Party A shall, within the Closing Period, complete all necessary registrations and governmental approvals to effect the transfer of Assets contemplated by this Agreement (if applicable). Party A shall use its best endeavours to expedite the process and obtain all such registrations and approvals within the shortest time possible.
- 2.3 甲方应当采取所有必要的措施并与乙方充分合作以保障乙方获得资产的完整的利益,并应当签署所有相关的文件,采取相关的措施(或要求其他相关的第三方签署相关文件及采取相关措施)使得乙方获得所有必要的或适当的权利和权益。
Party A shall take all necessary actions and render full cooperation with Party B to secure Party B's full entitlements to the Assets. Party A shall execute all necessary documents and take all relevant measures (or procure other relevant third party to do so) so that Party B is entitled to all necessary or appropriate rights and interests.
- 2.4 甲乙双方对于拟转让的知识产权的交割作出如下约定:
Party A and Party B agree on the closing of the intellectual property rights to be transferred as follows:
- (a) 对于根据中国法律或其它相关国家法律应具有权属证明的知识产权,甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理,并办理相关的权属变更登记手续。
As regards the intellectual property rights where title certificates are applicable under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration all the technical data, existing

or stored in any media in whatever form, in connection with the intellectual property rights and deal with the required formalities to alter the title registration.

- (b)对于根据中国法律或其它相关国家法律不具有或无需办理权属证明的知识产权,甲方应于交割日将与这部分知识产权相关的、以任何形式出现或储存在任何载体之中的全部技术数据交付乙方管理及实益拥有,甲乙双方应签署知识产权交割证明,该证明应列明甲方所交付的知识产权清单。前述交割完成后,即视为知识产权交割证明所列的所有知识产权的所有权利即属于乙方全部实益拥有。甲方对相关知识产权不再享有任何产权利益或权益。

As regards the intellectual property rights where title certificates are not applicable or not required under the laws of the PRC or any other pertinent countries, Party A shall, on the Closing Date, deliver to Party B for administration, and make Party B the legal and beneficiary owner of, all the technical data, existing or stored in any media in whatever form, in connection with the intellectual property rights; and Party A and Party B shall execute an intellectual property closing certificate to reflect the intellectual property rights delivered by Party A. Upon the completion of the aforesaid closing, all the rights to all the intellectual property rights listed in the closing certificate are deemed to be legally and beneficially owned by Party B and Party A shall no longer have any title interests or rights to or in such intellectual property rights.

- (c)有关甲方今后基于上述已转让知识产权开发或取得的知识产权资产,甲方在此承诺将以人民币一元或法律所允许的最低价格转让给乙方。若因法律或政策的原因而无法实现直接转让,甲方在此承诺授予乙方有关该知识产权的永久的、无须支付使用费的世界范围的独家使用权。

Party A hereby undertakes to transfer to Party B all the intellectual property rights hereafter developed or acquired based on the abovementioned transferred intellectual property rights at a transfer price of RMB 1 or the minimum price to the extent permitted by law. Where direct transfer is not viable due to legal or policy restrictions, Party A hereby undertakes to grant Party B a permanent, royalty-free, worldwide, exclusive license to use the intellectual property rights.

- 2.5 就甲方转让在交割前雇佣的,与其转让给乙方的业务相关的全部及/或主要员工,甲方应当与该类员工签署令乙方满意的协议以解除对该类员工的雇佣(“**解除劳动合同**”),乙方应当与此类员工签署新的雇佣协议。前述解除雇佣的协议与新订立的雇佣协议自交割日(见下文定义)起生效。

With respect to the transfer of employees Party A wholly and /or mainly employed prior to closing in the business to be transferred to Party B, Party A shall enter into employment termination agreements with such employees to the satisfaction of Party B with effect from the Closing Date (as defined below) ("**Employment Termination Contracts**"), and Party B shall enter into employment agreements with such employees to its satisfaction with effect from the Closing Date.

- 2.6 在满足交割与第三方的同意的前提下,甲方应当在交割日向乙方转移及转让在交割日时存在的与其转让给乙方的业务相关的与第三方签署的全部合同(“**转让合同**”),且乙方接受此等转移及转让。甲方应于交割前尽最大努力取得为使前述转让生效所需的全部第三方同意。

Subject to the closing and subject to the applicable third party's consents, on the Closing Date, Party A shall transfer and assign to Party B all contracts with third

parties existing at the Closing Date which are attributable to the business ("**Assumed Contracts**") to be transferred to Party B with effect as of the Closing Date which transfer and assignment Party B hereby agrees to accept. Prior to closing, Party A shall use best efforts to obtain the third party's consents required to effect the aforesaid transfer.

- 2.7 甲方应当将资产随同一切相关证明文件一并交付至乙方，乙方应当对甲方交付的资产及一切相关证明文件进行验收和审查，查收无误后，乙方应当在资产的交接单上签字。乙方在交接单上签字即为资产交付至乙方，签字日期即为资产所有权交付至乙方的日期（即“交割日”）。为避免疑问，前述相关证明文件包括但不限于解除劳动合同及转让合同。

Party A shall deliver to Party B the Assets as well as applicable certificates. Party B shall inspect the Assets and all the certificates and, if the delivery is proper, sign the Asset receipt note. The signing of the Asset receipt note by Party B constitutes the delivery of the Assets to Party B and the date thereof is the date of the transfer of the title to the Assets to Party B ("**Closing Date**"). For the avoidance of doubt, the aforesaid applicable certificates include but not limited to Employment Contracts and Assumed Contracts.

- 2.8 乙方支付的资产价款，应在交割日后两个月内，以人民币现汇至甲方指定账户。Party B shall pay such consideration in RMB currency at spot exchange rate to the bank account(s) designated by Party A within two months after the Closing Date.

第3条 陈述及保证

Clause 3 Representations and Warranties

- 3.1 甲方的陈述及保证：
Party A represents and warrants that:

- (a) 甲方是按照中国法律合法注册并有效存续的一家公司。

It is a company duly registered and validly existing under PRC laws.

- (b) 甲方在其公司权力和营业范围之内签署并履行本协议，已经过必要的公司授权，并已取得第三方和政府部门的同意及批准，不违反对其具有约束力或有影响的法律或合同限制。

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c) 本协议一经签署即构成对甲方合法、有效、有约束力、执行力的法律文件。

This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

- (d) 甲方有权力或具有公司之授权作出本协议项下资产之转让，其对资产拥有完整的所有权，且除履行购买权合同外，资产并不存在租赁、留置、抵押、担保或其他负担。并且目前不存在任何可能对乙方根据本协议接受资产并对资产享有所有权造成失效或不利影响的情况或事件，包括但不限于涉及任何诉讼、仲裁、被行政或司法当局扣押、查封或扣留等。

It has the power or corporate authority to make the Assets transfer hereunder, and fully owns the Assets. Subject to performance of the Option Agreement, the Assets are free from lease, lien, mortgage, guarantee or any other encumbrances. No circumstances or events including but not limited to involvement of any lawsuit, arbitration, or administrative or judicial detention, seizure or custody exist, which may render invalid or have adverse effects on the acceptance of the Assets by Party B hereunder and Party B's enjoyment of the ownership to the Assets.

- (e) 甲方对与资产有关的知识产权拥有全部、充分和完整的权利，该等知识产权上未有任何留置权、抵押权、质押权或其它任何第三方权利的影响和制约。

It has all, full and sufficient rights to the intellectual property rights in connection with the Assets and such intellectual property rights are free from and not subject to any and all liens, mortgage, pledge or any other third party rights.

- (f) 甲方保证本协议的签署不违反法律规定并在其权利能力和行为能力之内，甲方签署本协议不会违反甲方与任何第三方签署的协定、合同、备忘录、意向书等，甲方签署本协议的行为也不会给甲方带来任何不利于甲方的后果。

It does not violate any law by, and is authorized and capable of, signing this Agreement. The execution of this Agreement is not in violation of any agreement, contract, memorandum, letter of intention entered into by it and any third party and will not have any adverse effects on it.

- (g) 在交割日前，资产没有：

Prior to the Closing Date, the Assets are free from:

- a) 发生任何重大不利变化；或
any and all material adverse changes; or
- b) 发生任何重大实际或或然债务、义务或责任。
any material actual or contingent debts, obligations or liabilities.

- (h) 从签署日起，非经乙方许可，甲方不直接或间接从事或者协助、鼓动他人从事与乙方进行直接或间接竞争的行为，不得向与乙方构成竞争的企业、公司、机构和/或个人提供顾问、咨询等，也不得直接或间接参与其经营、管理和/或技术活动，不得持有或者买卖与乙方构成竞争的企业、公司、机构和/或个人的任何形式的权益，并保守乙方和本次资产转让交易过程中的商业秘密。

Party A warrants that from the date hereof, without Party B's permission, it shall not, directly or indirectly, engage in, assist or encourage any other person to compete, directly or indirectly, with Party B; advise on, provide consulting services to, or directly or indirectly engage in the operation, management and/or technical activities of any business, company, institution and/or individual in competition with Party B; hold or purchase and sell interests, in any manner, of any business, company, institution and/or individual in competition with Party B; and keep confidential the trade secrets of Party B or in the Assets transfer.

3.2 乙方的陈述和保证如下：

Party B represents and warrants that:

- (a) 乙方为按照中国法律合法注册并有效存续的一家公司；

It is a company duly registered and validly existing under PRC laws;

- (b) 乙方应在其公司权力和营业范围之内履行本协议；已经过必要的公司授权，并已取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；

It has signed and performed this Agreement to the extent permitted by its corporate power and scope of business, has obtained necessary corporate authorization, has obtained consents and approvals from third parties and government authorities, and does not violate any law or contract binding or affecting it.

- (c) 本协议一经签署即应构成对乙方合法、有效、有约束力、执行力的法律文件。
This Agreement constitutes a legal, valid, binding and enforceable legal document against it once signed.

第4条 违约责任

Clause 4 Liabilities for Breach of Agreement

甲乙双方违反本协议约定，应该赔偿由此给对方造成的一切损失。

Should any Party fails to perform this Agreement, such breaching Party shall pay all damages suffered by the other Party.

第5条 保密条款

Clause 5 Confidentiality

双方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到另一方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b) 适用法律或任何证券交易所的规则或规定要求披露之资料；或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

第6条 管辖法律和争议的解决

Clause 6 Governing Law and Disputes Resolution

- 6.1 本协议的签署、生效、解释和履行，以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。
The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.
- 6.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。
In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.
- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。
Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.
- 6.4 在本协议签署之日后，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变，应适用以下约定：
(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，尽最大努力使得本协议继续按照原有条款执行。各方应利用所有合法的途径取得对遵守该变更或规定的豁免。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。
In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse

effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 6.5 受限于中国法律的规定, 仲裁庭可以就乙方的股份或土地资产裁定赔偿、裁定强制救济(包括但不限于为进行业务或为强制转让资产需要)或裁定丙方进行清算。仲裁裁决生效后, 任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定, 作为财产保全或执行措施, 经争议一方请求, 具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下, 向争议一方提供临时性救济措施。受限于中国法律的规定, (i) 香港, (ii) 开曼群岛, (iii) 甲方的注册成立地(即中国云南); 及(iv) 最终控股股东或甲方主要资产所在地的法院, 对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Party B, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Party B. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Party A(i.e. yunnan, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Party A's principal assets are located shall have jurisdiction for the aforesaid purpose.

第7条 手续费及其他费用
Clause 7 Formality and Other Costs

一切与本协议有关的费用及实际开支, 其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等由甲乙双方各自承担各自应当承担的部分。

Any and all costs and out-of-pocket expenses in connection with this Agreement, including but not limited to legal fees, charges, stamp duties and any other taxes and fees shall be borne by each Party itself.

第8条 协议的转让
Clause 8 Assignment

甲方不得将其在本协议项下所享有的权利和承担的义务转让给任何第三方, 除非得到乙方的事先书面同意。乙方可以不经甲方同意将其在本协议项下的权利和义务转让给任何第三方, 但应当将上述转让通知甲方。

Party A shall not transfer the rights and obligations hereunder to any third party unless with the prior written consent of Party B. Party B may transfer the rights and obligations hereunder to any third party without Party A's consent; however, it shall inform Party A thereof.

第9条 协议的分割性
Clause 9 Severability

若本协议项下的任何条款与有关法律不一致而无效或无法强制执行, 则该条款仅在有关法律管辖范围之内无效或无强制力, 并且不得影响本协议其他条款的法律效力。

If any provision hereunder is invalid or unenforceable as it is in breach of law, such provision shall be invalid or unenforceable only to the extent governed by the applicable law and the validity of any other provisions hereunder shall not be affected.

第10条 协议的修改补充
Clause 10 Amendments and Supplements

双方应以书面协议方式对本协议作出修改和补充。经过双方适当签字的有关本协议的修改和补充是本协议的组成部分, 具有与本协议同等的法律效力。

Any amendments and supplements to this Agreement by the Parties shall be made in written agreements. Once properly signed by both Parties, any agreements in connection with the amendments and supplements hereto shall have the same legal effects as this Agreement.

第11条 通知
Clause 11 Notices

根据本协议所要求或允许发出的所有通知和其他通信应按照购买权协议第8条的规定发送至双方该条项下的地址。

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered according to Clause 8 of the Option Agreement to each Party's address thereunder.

第12条 其它
Clause 12 Miscellaneous

12.1 本协议以中文书就, 英文翻译仅供参考。中文版本和英文版本如有不一致, 应以中文版本为准。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

12.2 本协议一式____份, 双方各持1份, 具有同等的法律效力。

This Agreement shall be executed in ____ counterparts, with each Party having one original with equal legal validity.

12.3 本协议自双方签字之日起生效。

This Agreement shall take effect upon the signing by the Parties.

附件资产清单
Attachment List of Assets

股权表决权委托协议
Voting Proxy Agreement

本股权表决权委托协议(下称“本协议”)于 2023 年 2 月 11 日由下列各方在上海签署:
This **Voting Proxy Agreement** (this "**Agreement**") is executed by and among the following Parties as of Feb 11 2023 in Shanghai:

上海雄国企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室 (“**委托人甲**”)。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Principal A**").

上海惠康信息技术有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室 (“**委托人乙**”, 与委托人甲合称为“**委托人**”)。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Shanghai Huikang**", collectively with Shanghai Xionguo as the "**Direct Shareholders**" (the "**Principal B**", together with Principal A as "**Principals**")

未鲲(上海)科技服务有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 15 楼 (“**上海未鲲**”)。上海未鲲的股权由陆金所控股有限公司 (“**最终控股股东**”), 一家在开曼群岛获豁免的有限责任公司, 最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“**Shanghai Weikun**”). The equity interests of Shanghai Weikun is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

西双版纳商品交易中心股份有限公司, 一家依照中国法律设立和存续的股份有限公司, 地址为云南省西双版纳傣族自治州景洪市勐海路 74 号 (“**丙方**”或“**运营实体**”)。

Xishuangbanna Commodity Trading Center Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan ("**Party C**" or the "**OPCO**")

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼 (“**平安金科**”)。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路 2277 号 1002N (“**上海兰帮**”)。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang("Xinjiang Tongjun").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("LinzhiJinsheng").

杨学连，一名中国公民，身份证号为 410711196008101035。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“个人股东”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“股东”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, PinanJinke, Shanghai Lanbang, Xinjiang Tongjun, LinzhiJinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

1. 委托人是运营实体登记在册的合法股东，合计享有运营实体 100%的股权（“股权”）；
The Principals are the registered shareholders of the OPCO and collectively holds 100 % of the equity interests in the OPCO (the "**Shares**");
2. 运营实体与上海未鲲于 2023 年【2】月【1】日签署了独家业务合作协议（“服务协议”）；
The OPCO and Shanghai Weikun entered into the Exclusive Business Cooperation Agreement on 【2023/02/01】(the "**Service Agreement**");
3. 股东签署本协议，同意及确认委托人授权（i）上海未鲲；（ii）由上海未鲲授权的董事及其继任人；及（iii）任何取代上海未鲲董事的清算人（前述(i), (ii)和(iii)所述的实体和人士，以下合称“受托人”）代表委托人行使作为运营实体股东的所有权利。

The Shareholders entered into this Agreement to agree and confirm that the Principals shall grant (i) Shanghai Weikun; (ii) the directors authorised by Shanghai Weikun and their successors; and (iii) any liquidator replacing the directors of Shanghai Weikun (the entities and individuals referred to under aforesaid (i), (ii) and (iii), collectively, the "**Proxy**") the power to exercise all rights of the OPCO's shareholders on behalf of the Principals; and

4. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）。

The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. **股东投票权及其它股东权利**
Voting Rights and Other Shareholder Rights

- 1.1 根据本协议的条件及条款，委托人将授权受托人代表其行使作为运营实体的股东依据中国法律和运营实体的章程所享有的所有权利，包括但不限于以下各项：

According to the conditions and terms hereunder, the Principals shall authorize the Proxy to exercise on behalf of the Principals all of its rights as a shareholder of the OPCO in accordance with the laws of China and the OPCO's articles of association, including but not limited to the following:

- (1) 提议、召集、参加运营实体的股东会会议；
propose, convene and attend the shareholders' meetings of OPCO;
- (2) 行使股东表决权，包括但不限于出售、转让、质押或处置股权的一部分或全部及参加运营实体分红或任何其他形式的分配；
Exercise shareholders' voting rights, including but not limited to any sale, transfer, pledge or disposal of the Shares in part or in whole, and participate in dividend distributions or any other type of distributions of the OPCO;
- (3) 指定和任命运营实体的法定代表人（董事长）、董事、监事、首席执行官（或经理）以及其他高级管理人员；
designate and appoint the legal representative (chairperson), the director, supervisor, the chief executive officer (or general manager) and other senior management members of the OPCO;
- (4) 签署会议记录及向相关公司注册机关提交文件；及
sign minutes and file documents with the relevant companies registry; and
- (5) 在运营实体破产时，代表委托人行使表决权。
exercise voting rights on the winding up of the OPCO on behalf of the Principals.

- 1.2 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，个人股东及委托人承诺及同意如下：

For Proxy's effective implementation and exercise of each power and right granted under Article 1.1 above, the Individual Shareholders and the Principals hereby undertake and agree as follows:

- 1.2.1 若任何法律、法规或任何政府机关要求委托人就某一项具体的受托事项出具或签署特别的授权委托书、政府审批申请文件或类似文件或要求办理相关手续（如授权委托书的公证等），则其应立即按照该等要求出具和/或配合签署相关文件；及

If any law, regulation, or government body requires Principals to issue or execute special power of attorney, governmental application documents, or similar documents or requires Principals to carry out related procedures (such as notarization of power of attorney) with respect to a specific matter under entrustment, the Principals shall immediately issue and/or cooperate to execute related documents per such requirements; and

- 1.2.2 委托人应及时采取所有必要的行动促使并确保受托人在运营实体的董事会或股东会所作出的所有决议得到执行。委托人不得以其运营实体股东身份，拖延或拒绝任何前述决议在运营实体层面通过和/或得到执行。

The Principals shall promptly take all necessary actions to procure and ensure the due implementation of all the resolutions made by the Proxy in a board of directors' meeting or shareholders' meeting of the OPCO. The Principals shall not, in the capacity of the OPCO's shareholder, delay or refuse the passing and/or implementation of any said resolution of the OPCO.

- 1.3 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，运营实体承诺及同意如下：

For the effective exercise of the powers and rights granted to the Proxy under Article 1.1, the OPCO hereby undertakes and agrees as follows:

- 1.3.1. 在不违反相关法律、法规的前提下，执行受托人在运营实体的董事会或股东会所作出的所有决议，包括但不限于立即按照受托人的要求出具相关文件和/或配合签署相关文件；

Subject to applicable laws and regulations, the OPCO shall implement all the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO, including but not limited to the immediate provision and/ or the execution of relevant documents as required by the Proxy;

- 1.3.2. 运营实体应配合受托人了解其运营详情。运营实体应当向受托人提供任何公司账簿、账目、记录和其他文件。受托人有权摘录或复印此等账簿、账目、记录和其他文件；及

The OPCO shall assist the Proxy with understanding the details of its operation. The OPCO shall provide the Proxy with any corporate books, accounts, records and other documents. The Proxy is entitled to make extracts or photocopies of such books, accounts, records and other documents; and

- 1.3.1 提供一切必要的其他协助，包括但不限于在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已作出的运营实体的股东会决议或其他相关的法律文件。
- The OPCO shall provide all other necessary assistance, including but not limited to promptly signing the shareholders' resolution of the OPCO made by Proxy and other relevant legal documents when necessary (such as to meet the government authorities' request on documents required for approval, registration and filing).
- 1.4 在不限制本协议项下授予的权力和权利的一般性的原则下，受托人应拥有本协议项下的权力和授权代表委托人签署独家股权购买权协议及独家资产购买权协议中约定的转让协议（委托人被要求作为该协议一方时），并行使和履行委托人作为协议一方的股权质押协议、独家股权购买权协议和独家资产购买权协议的权利和义务。为前述目的，“股权质押协议”、“独家股权购买权协议”和“独家资产购买权协议”指由委托人、运营实体、受托人和其他方（若适用）于本协议同签署的相关协议。
- Without limiting the generality of the powers and rights granted hereunder, the Proxy shall have the power and authority under this Agreement to execute the Transfer Agreements stipulated in the Exclusive Equity Interest Option Agreement and Exclusive Assets Option Agreement, to which the Principals are required to be a party thereof, on behalf of the Principals, and to exercise and perform the rights and obligations under the Share Pledge Agreement, Exclusive Equity Interest Option Agreement and Exclusive Asset Option Agreement, to which the Principals are the party. For purpose of the aforesaid, the "Share Pledge Agreement", "Exclusive Equity Interest Option Agreement" and "Exclusive Asset Option Agreement" shall respectively refer to the relevant agreement entered into among the Principals, OPCO, the Proxy, and other parties (if applicable) on the date hereof.
- 1.5 受托人行使股权权利的所有行为均应视为委托人的行为，签署的所有相关文件均应视为由委托人签署。受托人在作出上述行为时均可按照其自己的意思行事，无须事前征求委托人或任何股东的同意。股东和委托人特此承认和批准受托人的该等行为和/或文件，认可并承担前述行为或文件所产生的法律后果。
- The exercise of the rights attached to the Shares by the Proxy shall be deemed as the actions of the Principals, and all the documents related thereto executed by the Proxy shall be deemed to be executed by the Principals. When acting in respect of any and all of the aforementioned matters, the Proxy may act at its own discretion and does not need to seek the prior consent of the Principals or any Shareholder. The Shareholders and the Principals hereby acknowledge and ratify those actions and/or documents by the Proxy and acknowledge and accept the legal consequences arising therefrom.
- 1.6 个人股东和委托人同意和认可，在任何情况下，受托人不应就其行使本协议项下委托权利而被要求对其他方或任何第三方承担任何责任或作出任何经济上的或其他方面的补偿。个人股东和委托人同意补偿受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受任何损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。但如系由于受托人严重疏忽或故意的不当行为而引起的损失，则该等损失不在补偿之列。

The Individual Shareholders and the Principals agree and acknowledge that under no circumstances shall the Proxy be required to be held liable to or make economic or other compensations for any other or third parties as a result of its exercise of the rights granted hereunder. The Individual Shareholders and the Principals agree to indemnify the Proxy and hold it harmless from any and all losses that are or may be incurred by the Proxy as a result of the exercise by it of the rights granted hereunder, including but not limited to the losses arising from any actions, recourses, arbitrations, claims or government investigations or punishments filed against it by any third parties, unless such losses are incurred as a result of the Proxy's gross negligence or willful misconduct.

- 1.7 在本协议期限内，未经受托人事先书面同意，委托人不得提前终止或撤销本协议，亦不得采取任何与受托人行使上述第 1.1 条项下授予受托人的各项权力及权利所相悖或不一致的作为或不作为。

Within the term of this Agreement, without the prior written consent of the Proxy, the Principals shall neither terminate this Agreement early or rescind this Agreement nor take any actions or inactions against or inconsistent with the exercise by the Proxy of the powers and rights granted to it under Article 1.1.

- 1.8 在本协议期限内，委托人不得采取或促使运营实体采取任何与受托人在运营实体的董事会或股东大会作出的决议相悖或不一致的行为。

Within the term of this Agreement, the Principals shall not procure the OPCO to, or take any action against or inconsistent with the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO.

- 1.9 委托人不得采取任何行动质疑、挑战、辩驳或反对独家业务合作协议及本协议的效力和执行力以及根据独家业务合作协议或本协议所进行的交易的效力和执行力。

The Principals shall not take any action to dispute, challenge, contest or work against the validity and enforceability of the Exclusive Business Cooperation Agreement and this Agreement and of the transactions contemplated under the Exclusive Business Cooperation Agreement and this Agreement.

- 1.10 若运营实体的运作或决定必须获得委托人作为股东的表决批准时，未经受托人的董事会事先书面同意，委托人不得作出任何表决批准。

If any operation or decision of the OPCO is subject to the approval by the Principals in the capacity of shareholder, without the prior written consent of the Proxy, the Principals shall not vote to approve such operation or decision.

- 1.11 未经受托人事先书面同意，委托人不得达成任何对运营实体有约束力的合同或协议、增加运营实体所承担的义务、或者从事任何违反协议的行为。

Without the prior written consent of the Proxy, the Principals shall not enter into any contract or agreement binding upon the OPCO or take any action increasing the obligation of the OPCO or in breach of this Agreement.

- 1.12 在本协议有效期期间，委托人特此放弃已在本协议委托给受托人的与股权有关的所有权力和权利，并且不得自行行使该等权力和权利。

During the term of this Agreement, the Principals hereby waives all the powers and rights associated with the Shares, which have been granted to the Proxy hereunder, and shall not exercise such powers and rights on its own.

- 1.13 在任何个人股东发生死亡、丧失行为能力或可能发生其他可能影响持有或行使其间接持有的委托人及运营实体的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由上海未鲲指定的自然人或法人（“**指定受让人**”）将被视为本协议的签署一方，承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Shanghai Weikun pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity indirect interests in the Principal and the OPCO, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

- 1.14 在委托人或其继承人是运营实体注册股东的前提下，本协议自签署之日起不可撤销并持续地有效，除非受托人作出相反的书面指示。

So long as a Principals or its successor(s) is/are an equity holder of, or has control over, the OPCO, this Agreement shall be irrevocably and continuously valid and effective from the date of its execution, unless the Proxy otherwise advises in writing.

2. 陈述及保证

Representations and Warranties

股东和运营实体各自向受托人作出以下陈述与保证：

The Shareholders and the OPCO each represents and warrants to the Proxy that

- (a) 其具有订立本协议并履行本协议项下义务及责任所需的全部权力和能力；
it has all the powers and capacities to enter into this Agreement and perform all the obligations and duties hereunder;
- (b) 其在本协议中承担的义务及责任为合法的、有效的、具有约束力的，并可按其条款强制执行；
its performance of the obligations and duties hereunder is legal, valid, binding and enforceable pursuant to the terms thereof;
- (c) 进行和从事所有需要采取、满足或实施的行动以及所有条件和事项（包括取得任何所需的同意、批准和授权，如法律有此要求），以：
carry out and satisfy all actions, conditions and events that shall be carried out, satisfied or implemented (including obtaining all necessary consents, approvals and authorisations, if required by law) so that

- (i) 使其合法订立本协议，行使其在本协议下的权利，履行和遵守本协议下其承担的义务及责任；
it may legally enter into this Agreement, exercise its rights hereunder, and perform and comply with its obligations and duties hereunder;
 - (ii) 确保本协议下由其承担的义务及责任是合法、有效和具有约束力的；及
it can ensure its obligations and duties hereunder are legal, valid and binding; and
 - (iii) 使本协议在所适用的法律项下均成为可以接受的证据。
this Agreement becomes admissible evidence under the applicable laws.
- (d) 其订立本协议、行使其在本协议下的权利、履行并遵守本协议下由其承担的义务及责任并无违反或抵触下列各项或超出下列各项授予或加诸的任何权力或限制：
its entering into of this Agreement, exercise of the rights hereunder, and performance and compliance of the obligations and duties hereunder neither breach or contravene any of the following or exceed any powers or restrictions granted or imposed by any of the following:
- (i) 其应遵守的任何法律、条例、法规或规定、任何判决、命令或裁决、或任何同意、批准或授权；或
any laws, ordinances, regulations, or rules, any judgments, orders or arbitrations, or any consents, approvals or authorisations that it shall comply with; or
 - (ii) 其章程或任何其它适用文件或组织性文件的任何条款；或
its articles of association or any provision of any other applicable document or constitutional document; or
 - (iii) 其为一方或其任何资产受其约束的任何协议或文件的条款。
any provision in any agreement or document to which it is a party or by which any of its assets is bound.
- (e) 已取得就订立及履行本协议以及使本协议合法有效而需的任何政府或其它机构（如法律有此要求）或其任何受托人的所有批准及授权，并完全有效。
it has obtained all the approvals and authorisations from any government or other organisations (if so required by law) or any of its proxies that are necessary for the entering into and execution and the validity of this Agreement, and all the approvals and authorisations are fully effective.

3. **可分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规

定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

4. **授权期限**
Term of Authorization

本协议项下授予受托人的权力及权利的期限与受托人和运营实体签署的独家业务合作协议的期限相等。

The term of authorization of the powers and rights to the Proxy hereunder shall be the same as that of the Exclusive Business Cooperation Agreement executed between the Proxy and the OPCO.

5. **通知**
Notices

5.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(i) 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

(ii) 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。
Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

5.2 为通知的目的，各方地址如下：
For the purpose of notices, the addresses of the Parties are as follows:

公司： 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company

地址: 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: **Shanghai Lanbang Investment Company**
地址: 上海市浦东新区龙阳路 2277 号 1002N
Address: 1002N, No. 2277 Lonyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: **Xinjiang Tongjun Equity Investment Limited Partnership**
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业（有限合伙）
Company: **Linzhi Jinsheng Investment Management Limited Partnership**
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

公司: 上海雄国企业管理有限公司
Company: **Shanghai Xiongguo Corporation Management Co., Ltd.**
地址: 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 上海惠康信息技术有限公司
Company: **Shanghai Huikang Information Technology Co., Ltd.**
地址: 中国（上海）自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 西双版纳商品交易中心股份有限公司
Company: **Xishuangbanna Commodity Trading Center Co., Ltd.**

地址: 云南省西双版纳傣族自治州景洪市勐海路 74 号
Address: No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan
收件人: 法定代表人
Attn: Legal Representative

公司: 未鲲(上海)科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路 1333 号 15 楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai)
Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

5.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

6. 保密责任 Confidentiality

各方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到其他各方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的

披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

7. **管辖法律、争议解决和法律变更**
Governing Law, Resolution of Disputes and Change in Laws

7.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

7.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall

continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定，仲裁庭可以就委托人的股权权益或物业权益裁定赔偿、裁定强制救济(就包括但不限于为进行业务或强制转让资产需要)或裁定委托人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，(i) 香港，(ii) 开曼群岛，(iii) 运营实体的注册成立地(即中国云南)；及(iv) 最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Principals, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Principals. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in

appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Yunnan, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

8. **转让**
Assignment

8.1 未经受托人的事先书面同意，股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Proxy's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

8.2 上海未鲲有权自行决定向其董事、管理人员或其他职员转授权或转让其被委托人授权的权利而不必事先通知委托人或得到委托人的同意。

Shanghai Weikun is entitled to re-authorize or assign rights to its directors, managers or other employees authorized by the Principals at their own discretion and without giving prior notice to the Principals or obtaining the Principals' consent.

9. **修订、更改与补充**
Amendment, Change and Supplement

9.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

9.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

10. **继续有效**
Survival

10.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

10.2 第5、7条和本第10条的规定在本协议终止后应继续有效。

The provisions of Sections 5, 7 and this Section 10 shall survive the termination of this Agreement.

11. **其他**

Miscellaneous

- 11.1 本协议以中文书就, 英文翻译仅供参考。中文版本和英文版本如有不一致, 应以中文版本为准。本协议正本一式十五(15)份, 各方各持一(1)份, 其余由上海未鲲持有, 每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Shanghai Weikun having the others; each counterpart has equal legal validity.

- 11.2 本协议对各方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of all Parties.

- 11.3 除了在本协议签署后所作出的书面修订、补充或更改以外, 本协议应构成本协议各方就本协议标的物所达成的完整协议, 并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.



签署:

By:

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海雄国企业管理有限公司

Shanghai Xionguo Corporation Management Co., Ltd.

签署：

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

西双版纳商品交易中心股份有限公司
Xishuangbanna Commodity Trading Center Co., Ltd.

签署:

By:

姓名: 李正宇

Name: Li Zhengyu

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署:

By:

姓名: 王仕永

Name: Wang Shiyong

职务: 法定代表人

Title: Legal Representative

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）

Linzi Jinsheng Investment Management Limited Partnership

签署：

By:

姓名：杨学连

Name: Yang Xuelian

职务：执行事务合伙人

Title: Managing Partner



日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

杨学连

Yang Xuelian

签署:

By:

A handwritten signature in black ink, appearing to be '杨学连' (Yang Xuelian), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By: _____

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', is written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。


IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

股权质押协议
Share Pledge Agreement

本股权质押协议 (下称“本协议”)由下列各方于 2023 年 2 月 1 日在上海签署:
This **Share Pledge Agreement** (this "**Agreement**") has been executed by and among the following Parties on **Feb 01**, 2023 in Shanghai:

未鲲(上海)科技服务有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 15 楼(“**质权人**”)。质权人的股权由陆金所控股有限公司(“**最终控股股东**”), 一家在开曼群岛获豁免的有限责任公司, 最终实益持有 100%。

Weikun (Shanghai) Technology Service Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai ("**Pledgee**"). The equity interests of **Weikun (Shanghai) Technology Service Co., Ltd** is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室(“**出质人甲**”)。

Shanghai Xionguo Corporation Management Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Pledgor A**").

上海惠康信息技术有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 3 层 0308 室(“**出质人乙**”, 与出质人甲合称为“**出质人**”)。

Shanghai Huikang Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**Pledgor B**", together with Pledgor A as "**Pledgors**")

西双版纳商品交易中心股份有限公司, 一家依照中国法律设立和存续的股份有限公司, 地址为云南省西双版纳傣族自治州景洪市勐海路 74 号(“**公司**”)。

Xishuangbanna Commodity Trading Center Co., Ltd., a company limited by shares organized and existing under the laws of PRC, with its address at No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan ("**Company**").

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼(“**平安金科**”)。

Shenzhen Pingan Financial Technology Consultation Company, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen ("**PinganJinke**").

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路 2277 号 1002N(“**上海兰帮**”)。

Shanghai Lanbang Investment Company, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai ("**Shanghai Lanbang**").

新疆同君股权投资有限合伙企业，一家依照中国法律成立和存续的有限合伙企业，地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号（“新疆同君”）。

Xinjiang Tongjun Equity Investment Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang("Xinjiang Tongjun").

林芝金生投资管理合伙企业（有限合伙），一家依照中国法律成立和存续的有限合伙企业，地址为西藏林芝地区工布江达县物价局三楼 301 室（“林芝金生”）。

LinzhiJinsheng Investment Management Limited Partnership, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet ("LinzhiJinsheng").

杨学连，一名中国公民，身份证号为 410711196008101035。。

Yang Xuelian, a Chinese citizen, ID card number is 410711196008101035。。

石京魁，一名中国公民，身份证号为 340302196207250416。

Shi Jingkui, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。

Wang Wenjun, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。

Dou Wenwei, a Chinese citizen, ID card number is 22010419650609151X.

（杨学连、石京魁、王文君、窦文伟以下合称“个人股东”，个人股东、平安金科、上海兰帮、新疆同君、林芝金生与直接股东以下合称“股东”。）

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders, PinanJinke, Shanghai Lanbang, Xinjiang Tongjun, LinzhiJinsheng and the Direct Shareholders, together as the "**Shareholders**".)

在本协议中，上述以下各称“一方”，合称“各方”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas,

1. 出质人为依照中国法律成立并有效存续的有限责任公司，合计拥有公司 100% 的股权。公司是一家在中国云南注册并有效存续的股份有限公司。公司承认出质人和质权人在本协议项下各自的权利和义务并同意提供任何必要的协助登记该质权；

Pledgors are limited liability companies organized and validly existing under the laws of PRC, and collectively hold 100% of the equity interest in the Company. The Company is a company limited by shares registered and validly existing in Yunnan, China. The Company acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge;

2. 质权人是一家在上海设立注册并有效存续的有限责任公司。

Pledgee is a limited liability enterprise registered and validly existing in Shanghai, China.

3. 出质人已签署或将签署下列协议:

Pledgors have executed or will execute the following agreements:

- a) 于 2023/02/01 签署的独家股权购买权协议;
the Exclusive Equity Interest Option Agreement executed on 2023/02/01;
- b) 于 2023/02/01 签署的独家资产购买权协议;
the Exclusive Asset Option Agreement executed on 2023/02/01;
- c) 于 2023/02/01 签署的股权表决权委托协议;
the Voting Proxy Agreement executed on 2023/02/01;
- d) 借款合同及反担保合同等 (如涉及)。
Loan agreements and Counter-Guarantee Agreements (if applicable).

4. 公司已签署下列协议:

Company has executed the following agreements:

- a) 于 2023/02/01 签署的独家业务合作协议;
the Exclusive Business Cooperation Agreement executed on 2023/02/01;
- b) 于 2023/02/01 签署的独家股权购买权协议;
the Exclusive Equity Interest Option Agreement executed on 2023/02/01;
- c) 于 2023/02/01 签署的独家资产购买权协议; 及
the Exclusive Asset Option Agreement executed on 2023/02/01; and
- d) 于 2023/02/01 签署的股权表决权委托协议。
the Voting Proxy Agreement executed on 2023/02/01.

5. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函 (“《个人股东承诺函》”); 并且

The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement; and

6. 个人股东及出质人同意以出质人在公司中拥有的所有股权作为质押担保, 以保证:
The individual Shareholders and Pledgor hereby agree to pledge all of the equity interest the Pledgor holds in the Company as security:

- (1) 出质人履行其于上述第 3 条项下的任何及全部义务;
for the fulfillment of any and all obligations of Pledgor under paragraph 3 above;
- (2) 公司履行其于上述第 4 条项下的任何及全部义务; 及
for the fulfillment of any and all obligations of Company under paragraph 4 above; and
- (3) 个人股东履行其于上述第 5 条项下《个人股东承诺函》内的任何及全部义务。
for the fulfillment of any and all obligations of Individual Shareholders under paragraph 5 above.

股东（包括出质人）以及公司各称和合称为“**义务人**”并且其在本条所述项下的所有义务，以及质权人因出质人和/或公司的任何违约事件(如下文定义)而遭受的全部直接、间接、衍生损失和可预计利益的丧失（该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测；及质权人为强制出质人和/或公司执行其合同义务而发生的所有费用）合称为“**担保债务**”。上述第 3 条和第 4 条各协议各称和合称为“**合作系列协议**”。

Shareholders (including the Pledgor) and the Company are individually referred to as an "**Obligor**" and together the "**Obligors**", and their obligations mentioned under this Section are collectively referred to as the "**Secured Obligations**", including all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default. (The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of the Pledgee, all expenses occurred in connection with enforcement by the Pledgee of the Pledgor's and/or Company's Contract Obligations and etc. The agreements mentioned under Section 3 and Section 4 above are individually referred to as a "**Cooperation Agreement**" and together the "**Cooperation Agreements**".

1. 定义 Definitions

除非本协议另有规定，下列词语应具有如下含义：

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 “**质权**”应指出质人根据本协议第 2 条授予质权人的担保权益，即质权人以股权的转换、拍卖或出售价款优先受偿的权利。
"**Pledge**" shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be compensated on a preferential basis with the conversion, auction or sales price of the Equity Interest.
- 1.2 “**股权**”应指出质人在公司中合法现在持有和今后取得的所有股权。
"**Equity Interest**" shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgors in the Company.
- 1.3 “**质押期限**”应指本协议第 3 条规定的期限。
"**Term of Pledge**" shall refer to the term set forth in Section 3 of this Agreement.
- 1.4 “**借款合同**”应指(1)任何银行根据质权人或质权人指定方的指示、担保或其他安排，与出质人签署的；或(2)质权人或质权人指定方与出质人签署的任何借款合同、委托贷款合同或其他资金安排。
"**Loan Agreements**" shall refer to any borrowing agreements, entrustment loan agreements or other fund arrangements (1) between any bank and Pledgor pursuant to instructions, guarantees or other arrangements provided by Pledgee or its designee(s); or (2) between Pledgee or its designee(s) and Pledgor.
- 1.5 “**反担保合同**”应指质权人或其指定方与出质人签署的反担保合同，由出质人向质权人或其指定方提供反担保，以使得质权人或其指定方在将来承担担保合同下担保责任后，可对出质人实现追偿。为前述目的，“**担保合同**”应指质权人或其

指定方为担保出质人履行出质人与银行的贷款合同或其他资金安排,而与银行签署的任何担保合同或其他类似安排。

"**Counter-Guarantee Agreements**" shall refer to any counter-guarantee agreement entered into by Pledgee or its designee(s) with Pledgor under which Pledgor provides counter-guarantee to Pledgee or its designee(s). Under a Counter-Guarantee Agreement, Pledgee or its designee(s) can enforce the counter-guarantee to recover its losses after it assumes security responsibility under a Guarantee Agreement. For such purpose, the "**Guarantee Agreements**" shall refer to any guarantee agreement or similar arrangement entered into by Pledgee or its designee(s) with any bank under which Pledgee or its designee(s) provides guarantee to the bank to guarantee due performance of Pledgor of its obligations under any loan agreements or other funding arrangements entered into by Pledgor with the banks.

- 1.6 “**违约事件**”应指本协议第 7 条列明的任何情况。
"**Event of Default**" shall refer to any of the circumstances set forth in Article 7 of this Agreement.
- 1.7 “**违约通知**”应指质权人根据本协议发出的宣布违约事件的通知。
"**Notice of Default**" shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.
- 1.8 “**中国**”应指中华人民共和国, 在本协议中不包括香港、澳门和台湾地区。
"**PRC**" shall refer to the People's Republic of China, which excludes for the purposes of this Agreement the Special Administrative Regions of Hong Kong and Macau and the Taiwan area.
- 1.9 “**合作系列协议**”定义见本协议鉴于部分。
"**Cooperation Agreements**" shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.10 “**义务人**”定义见本协议鉴于部分。
"**Obligor**" shall have the meaning as ascribed to it under Whereas Section of this Agreement.
- 1.11 “**担保债务**”定义见本协议鉴于部分。
"**Secured Obligations**" shall have the meaning as ascribed to it under Whereas Section of this Agreement.

2. **质权** **The Pledge**

- 2.1 作为对全部义务人即时和完整履行合作系列协议项下任何和所有担保债务的抵押担保品, 出质人特此将其所持有的公司 100%股权(包括出质人现在拥有的公司的 100%股权和与之相关的所有股权权益)以第一优先质押的方式质押给质权人。
As collateral security for the prompt and complete performance of any and all Secured Obligations of Obligor under the Cooperation Agreements, Pledgors hereby pledge to Pledgee a first security interest in the 100% equity interest of the Company currently owned by Pledgors and all relevant equity interest thereto.

- 2.2 各方理解并同意，因担保债务而产生或与其相关的货币估值直至决算日（定义见下文）均为变化和浮动的估值。
The Parties understand and agree that the monetary valuation arising from, relating to or in connection with the Secured Obligations shall be a variable and floating valuation until the Settlement Date (as defined below).
- 2.3 如发生下列任何事件（“**决算事由**”），担保债务之价值应依据决算事由发生之前的最近日期或发生当日对质权人到期未偿付的应付担保债务总额确定（“**已确定之债务**”）：
Upon the occurrence of any of the events below (each an "**Event of Settlement**"), the Secured Obligations shall be fixed at a value of the sum of all Secured Obligations that are due, outstanding and payable to Pledgee on or immediately prior to the date of such occurrence (the "**Fixed Obligations**");
- (a) 任一合作系列协议到期或根据其项下相关约定而终止；
Any Cooperation Agreement expires or is terminated pursuant to the stipulations thereunder;
 - (b) 本协议第7条规定的违约事件发生且未解决，致使质权人根据第7.3条向出质人送达违约通知；
the occurrence of an Event of Default pursuant to Section 7 that is not resolved, which results in Pledgee serving a Notice of Default to Pledgors pursuant to Section 7.3;
 - (c) 质权人通过适当的调查，合理认为出质人和/或公司已丧失偿付能力或可能会被置于无偿付能力状态；或
Pledgee reasonably determines (having made due enquiries) that Pledgors and/or the Company are insolvent or could potentially be made insolvent; or
 - (d) 根据中国相关法律规定要求确定担保债务的任何其他事件。
any other event that requires the settlement of the Secured Obligations in accordance with relevant laws of the PRC.
- 2.4 为免疑义，决算事由发生的日期应为决算日（“**决算日**”）。质权人有权于决算日当日或之后，根据其选择按照第8条实现质权。
For the avoidance of doubt, the day of the occurrence of an Event of Settlement shall be the settlement date (the "**Settlement Date**"). On or after the Settlement Date, Pledgee shall be entitled, at the election of Pledgee, to enforce the Pledge in accordance with Section 8.
- 2.5 在质押期限内，质权人有权收取因股权而产生的任何股息或其他可分配利益。在质权人事先书面同意的情况下，出质人方可就股权而分得股利或分红。出质人因股权而分得的股利或分红在扣除出质人根据中国适用法律应当缴纳或代扣代缴的税费后应根据质权人的要求 (a) 存入质权人的指定账户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者 (b) 在不违反中国法律的前提下，将此等红利、股利无条件地转让给质权人或质权人指定的人。
Pledgee is entitled to collect dividends or other distributions, if any, arising from the Equity Interest during the Term of Pledge. The Pledgors may receive dividends distributed on the Equity Interest only with prior written consent of the Pledgee.

Dividends received by the Pledgors on Equity Interest after the deduction of tax paid or withheld by the Pledgors required by applicable PRC laws shall be, as required by the Pledgee, (a) deposited into an account designated and supervised by the Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (b) unconditionally transfer to the Pledgee or any other person designated by the Pledgee to the extent permitted under the applicable PRC laws.

3. **质押期限**
Term of Pledge

- 3.1 质权应自其在中国所在地的工商行政管理部门（“**登记机关**”）登记成立之日起生效，该质权的期限（“**质押期限**”）直至最后一笔被该质权所担保义务被偿付或者履行完毕时终止。各方同意，在本协议签署后，出质人和质权人应立即（在任何情况下均不得迟于本协议签署日后第 20 天，除各方另有约定外）依据《工商行政管理机关股权出质登记办法》向登记机关提出股权出质设立登记申请。各方进一步同意，在登记机关正式受理股权出质登记申请之日起十五（15）日内，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。公司承认出质人和质权人在本协议项下各自的权利和义务，并同意提供任何必要的协助登记该质权。

The Pledge shall become effective as of the date when the pledge of the Equity Interest is registered with the local administration of industry and commerce where the Company locates (the "**Registration Authority**"). The Term of the Pledge (the "**Term of Pledge**") shall end when the last obligation secured by the Pledge is paid or fully fulfilled. The Parties agree that, promptly after the execution of this Agreement (but in no event later than 20 days from the execution date of this Agreement, unless otherwise agreed by the Parties), Pledgors and Pledgee shall submit their application for pledge registration to the Registration Authority in accordance with *the Measures on Share Pledge Registration with the Administration of Industry and Commerce*. The Parties also agree that within fifteen (15) days after the Registration Authority officially accepts equity pledge application, Pledgors and the Company shall complete the pledge registration procedure, obtain the pledge registration notice and completely and accurately register the Pledge of Equity Interest on the Pledge Registration Book of the Registration Authority. The Company acknowledges the respective rights and obligations of Pledgors and Pledgee under this Agreement, and agrees to provide any necessary assistance in registering the Pledge.

- 3.2 在质押期限内，如任何义务人未履行其合作系列协议项下的任何担保债务，质权人应有权但无义务按本协议的规定处置该质权。

During the Term of Pledge, in the event any Obligor fails to perform any of its Secured Obligations under the Cooperation Agreements, Pledgee shall have the right, but not the obligation, to dispose of the Pledge in accordance with the provisions of this Agreement.

4. **受质权规限的股权记录的保管**
Custody of Records for Equity Interest subject to Pledge

- 4.1 在质押期限内，出质人应在质权登记成立之日起一周内将股权出质证明书及记载质权的股东名册以及质权人合理要求的其他文件（包括但不限于登记机关颁发的质权登记通知书）原件交付质权人保管。质权人应在整个质押期限期间一直保管

该等项目。

During the Term of Pledge, Pledgors shall deliver to Pledgee's custody the originals of the capital contribution certificate for the Equity Interest, the shareholders' register containing the Pledge, and other documents reasonably requested by Pledgee (including without limitation the notice of registration of the Pledge issued by the Registration Authority) within one week from the date the Pledge is registered. Pledgee shall have custody of such items during the entire Term of Pledge.

5. **股东（包括出质人）和公司的陈述和保证**

Representations and Warranties of Shareholders (including the Pledgors) and the Company

股东（包括出质人）向质权人陈述和保证如下，除已向质权人披露的外：

Shareholders (including the Pledgors) Represents and Warrants to Pledgee that, except for those disclosed to the Pledgee:

- 5.1 出质人是股权仅有的法定所有权人和受益人，除受限于出质人与质权人另行签署的协议外，其对股权享有合法、完全、充分的所有权，没有任何现存的有关股权所有权的争议。出质人有权处分股权及其任何部分。出质人拥有合法的权力和能力签署本协议并根据本协议承担法律义务。
Pledgors are the only legal and beneficial owners of the Equity Interest. Except for being subject to other agreements entered into by Pledgors and Pledgee, Pledgors enjoy legal and complete ownership of the Equity Interest, free from any existing dispute over the ownership of the Equity Interest. Pledgors may dispose of any and all Equity Interest. Pledgors have the legitimate powers and capacity to enter into, and fulfill its legal obligations pursuant to this Agreement.
- 5.2 股权是可以依法出质和转让的，且出质人有充分的权利和权力依本协议的规定将股权出质给质权人。
The Equity Interest may be pledged and transferred according to law, and Pledgors have the full rights and powers to pledge the Equity Interest in favor of Pledgee pursuant to this Agreement.
- 5.3 本协议经出质人适当签署，对出质人构成合法、有效和具有约束力的义务。
This Agreement, once properly executed by Pledgors, constitutes legal, valid and binding obligations of Pledgors.
- 5.4 就本协议的签署和履行及本协议项下之股权质押须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续（如依法需要）已经获得或办理，并将在本协议有效期内充分有效。
All third-party consents, approvals, waivers, and authorizations, or any government approvals, permissions, exemptions, or any registrations or filings (if required by law) with any government authorities, necessary for the execution and performance of this Agreement and for the Pledge of the Equity Interest hereunder, have been obtained or completed and will remain fully effective within the term hereof.
- 5.5 本协议项下的质押构成对股权的第一顺序的担保权益。
The Pledge hereunder constitutes the first-priority security interests in the Equity Interest.

- 5.6 因股权的取得而应缴付的所有税款和费用已由出质人全额缴付。
All the taxes and charges payable as a result of the receipt of the Equity Interest have been paid in full by Pledgors.
- 5.7 质权人应有权按本协议列明的规定处置和转让股权。
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.8 除合作系列协议外, 出质人未在股权上设置任何担保权益或其他产权负担, 股权的所有权不存在任何争议, 未受扣押或其他法律程序的限制或存在类似的威胁, 依所适用的法律可以用于质押和转让。
Except for the Cooperation Agreements, Pledgors have not placed any security interest or other encumbrance on the Equity Interest. There are no controversies over the ownership of the Equity Interest. The Equity Interest is not seized or subject to any other legal proceedings or similar threats, and is good for transfer and pledging according to applicable laws.
- 5.9 出质人签署本协议及行使其在本协议下的权利, 或履行其在本协议下的义务, 不会违反任何法律、法规、出质人作为一方任何协议或合同、或出质人向任何第三方所作的任何承诺。
Pledgors' execution of this Agreement and exercise of its rights under this Agreement (or fulfillment of its obligations under this Agreement) will not breach any laws, regulations, and agreements or contracts to which Pledgors are the party, or any promise Pledgors have made to any third parties.
- 5.10 出质人向质权人提供的所有文件、资料、报表和凭证等是准确、真实、完整和有效的。
All documents, materials, statements and certificates provided by Pledgors to Pledgee are accurate, true, complete and valid.
- 5.11 出质人兹向质权人保证上述陈述和保证在合同义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下, 都将是真实的和准确的, 并将被完全地遵守。
Pledgors hereby warrant to Pledgee that all the above representations and warrants will be true and correct and fully complied with under all circumstances before the contractual obligations have been fulfilled or the Secured Obligations have been repaid in full.
- 5.12 在任何个人股东发生死亡, 丧失行为能力或可能发生其他可能影响其持有或行使其间接持有的出质人及公司的股权的情况下, 相关个人股东的 (i) 任意继承人或 (ii) 根据该等个人股东签署的《个人股东承诺函》由质权人指定的自然人或法人 (“**指定受让人**”) 将被视为本协议的签署一方, 承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让, 股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批 (如适用)。
(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by the Pledgee pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her death, incapacitation or any other

circumstances which could affect his/her holding or exercising his/her indirect equity interests in the Pledgor and the Company, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

公司向质权人陈述和保证如下：

The Company Represents and Warrants to Pledgee that:

- 5.13 公司是根据中国法律注册成立并合法存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议。
The Company is a limited liability company registered and validly existing under the laws of China. The Company has the qualification of an independent legal person, enjoys complete and independent legal status and the legal capacity to sign, deliver and fulfill this Agreement.
- 5.14 公司向质权人在本协议生效前提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实和正确的。公司向质权人在本协议生效后提供的，有关股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实和有效的。
All the reports, documents and information provided by the Company to Pledgee before the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the effective date hereof. All the reports, documents and information provided by the Company to Pledgee after the effective date hereof, in connection with the Equity Interest or required by this Agreement, shall all be true and correct in all material aspects as of the date of provision.
- 5.15 本协议经公司适当签署，对公司构成合法、有效和具有约束力的义务。
Upon due execution of the Company, this Agreement constitute legal, effective and binding obligation on the Company.
- 5.16 公司拥有签署和交付本协议及其它所有与本协议所述交易有关的文件的公司内部完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。
The Company has the complete internal power and authorization to sign and deliver this Agreement and all other documents relating to the transactions contemplated under this Agreement. The Company has the complete power and authorization to complete the transactions contemplated under this Agreement.
- 5.17 对于公司拥有的资产不存在任何重大的、可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担（包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让，或者附加于该等资产上的任何产权或使用权负担）。
Regarding the assets owned by the Company, there are no guarantee interests or any other encumbrance on property rights that are substantial and may impact Pledgee's right and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).

- 5.18 未经质权人的事先书面同意，公司不发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中而不是通过贷款产生的债务；和(ii)已向质权人披露并得到质权人书面同意的债务除外；

Without the prior written consent of Pledgee, the Company shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Pledgee for which Pledgee's written consent has been obtained;

- 5.19 一直在正常业务过程中经营公司的所有业务，以保持公司的资产价值，不进行可能影响其经营状况和资产价值的任何作为/不作为；

The Company shall always operate all of its businesses during the ordinary course of business to maintain its asset value and refrain from any action/omission that may affect its operating status and asset value;

- 5.20 在任何法院或仲裁庭均没有针对股权、公司或其资产的未决的或就公司所知有威胁的诉讼、仲裁或其它法律程序，同时在任何政府机构或行政机关亦没有任何针对股权、公司或其资产的未决的或就公司所知有威胁的行政程序或行政处罚，将对公司的经济状况或出质人履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。

In any court or arbitration tribunal there are no pending (or, as far as the Company knows, threatening) litigation, arbitration or other legal proceedings against the Equity Interest, the Company or its assets, and in any governmental agencies or departments, there are no pending (or, as far as the Company knows, threatening) administrative proceedings or penalties against the Equity Interest, the Company or its assets, which may substantially or adversely impact the Company's economic condition or Pledgors' ability to fulfill their obligations and guarantee liabilities under this Agreement.

- 5.21 公司兹同意就出质人在本协议项下所作的陈述和保证向质权人承担连带责任。

The Company hereby agrees that it is jointly and severally liable to Pledgee for all representations and warranties made by Pledgors under this Agreement.

- 5.22 公司兹向质权人保证上述陈述和保证在本协议义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实的和正确的，并将被完全地遵守。

The Company hereby warrants to Pledgee that, at any time and under any circumstances prior to complete fulfillment of the obligations under this Agreement or the Secured Obligations being fully repaid, the aforementioned representations and warranties are true and accurate and will be fully complied with.

6. 公司和股东（包括出质人）的承诺和进一步同意

Covenants and Further Agreements of Shareholders (including the Pledgors) and the Company

股东（包括出质人）的承诺和进一步同意如下：

The covenants and further agreements of Shareholders (including the Pledgors) are set forth below:

- 6.1 在本协议有效期期间，股东（包括出质人）特此向质权人承诺，出质人应：

Shareholders (including the Pledgors) hereby covenant to Pledgee, that during the

term of this Agreement, Pledgors shall:

- 6.1.1 除履行合作系列协议外，未经质权人事先书面同意，不得进行或同意他人进行转让全部或任何部分的股权、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担；
not transfer (or agree to others' transfer of) all or any part of the Equity Interest, place or permit the existence of any security interest or other encumbrance on property rights that may affect Pledgee's rights and interests in the Equity Interest, without the prior written consent of Pledgee, except for the performance of the Cooperation Agreements;
- 6.1.2 遵守适用于权利质押的所有法律和法规的规定，在收到有关主管机关（或者任何其他有关方面）就质权发出或制定的任何通知、命令或建议后 5 日内，应向质权人出示上述通知、命令或建议，并应遵守上述通知、命令或建议或者按照质权人的合理要求或经质权人同意就上述事项提出反对意见和陈述；
comply with the provisions of all laws and regulations applicable to the pledge of rights, and within 5 days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities (or any other relevant parties) regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;
- 6.1.3 将可能对质权人对股权或其任何部分的权利具有影响的任何事件或出质人收到的通知、以及可能对产生于本协议中的出质人的任何保证及其他义务具有影响的任何事件或出质人收到的通知立即书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对股权的质押权益。
promptly notify Pledgee in writing of any event or notice received by Pledgors that may have an impact on Pledgee's rights to the Equity Interest or any portion thereof, as well as any event or notice received by Pledgors that may have an impact on any guarantees and other obligations of Pledgors arising out of this Agreement, and, upon reasonable request of Pledgee, take all necessary actions to secure the rights and interest to which Pledgee is entitled in the Equity Interest.
- 6.2 股东（包括出质人）同意，质权人按本协议取得的对质权的权利不得被出质人或出质人的任何继承人或代表或任何其他通过法律程序中断或妨害。
Shareholders (including the Pledgors) agree that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgors or any heirs or representatives of Pledgors or any other persons through any legal proceedings.
- 6.3 为保护或完善本协议对履行合作系列协议项下义务而授予的担保权益，股东（包括出质人）特此承诺，将真诚签署并促使在质权中有利益的其他当事人签署质权人所要求的所有证书、协议、契据和/或承诺。股东（包括出质人）还承诺，将进行并促使在质权中有利益的其他当事人进行质权人所要求的作为，促进质权人

行使本协议授予其的权利和授权，并与质权人或质权人的指定人(自然人/法人)签署关于股权所有权的所有有关文件。股东（包括出质人）承诺，将在合理期间内向质权人提供质权人所要求的关于质权的所有通知、命令及决定。

To protect or perfect the security interest granted by this Agreement for fulfillment of the obligations under the Cooperation Agreements, Shareholders (including Pledgors) hereby undertake to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by Pledgee. Shareholders (including Pledgors) also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural/legal persons). Shareholders (including Pledgors) undertake to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 股东（包括出质人）特此向质权人承诺，将遵守和履行本协议项下的所有保证、承诺、协议、陈述及条件。如出质人未能或部分履行其保证、承诺、协议、陈述及条件，股东（包括出质人）应赔偿质权人由此导致的所有损失。

Shareholders (including Pledgors) hereby undertake to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Shareholders (including the Pledgors) shall indemnify Pledgee for all losses resulting therefrom.

- 6.5 如本协议项下质押的股权因任何原因受到法院或其他政府部门实施的任何强制措施，出质人应尽其一切的努力，包括(但不限于)向法院提供其他保证或采取其他措施，解除法院或其他部门对股权所采取的该等强制措施。

If the Equity Interest pledged under this Agreement is, for any reason, subject to mandatory measures imposed by the court of law or other governmental departments, Pledgors shall try their best to release such mandatory measures imposed by the court of law or other governmental departments, including without limitation providing to the court of law other kinds of security or other measures.

- 6.6 若股权有任何价值减少的可能，足以危害质权人权利的，质权人可以要求出质人提供额外的抵押或担保，出质人不提供的，质权人可以随时拍卖或者变卖股权，并将拍卖或者变卖所得的价款用于提前清偿担保债务或者提存；由此所发生之任何费用全部由出质人承担。

If there is a possibility that the value of the Equity Interest will be decreased and such decrease is sufficient to harm the rights and interests of Pledgee, Pledgee may request Pledgors to provide additional collateral or security. If Pledgors refuse to provide such security, Pledgee may, at any time, sell the Equity Interest or put it up for auction, and use the monies obtained from such sale or auction to settle the Secured Obligations in advance or put such monies under custody; all expenses therefore occurred shall be borne by Pledgors.

- 6.7 未经质权人事先书面同意，出质人以及/或者公司不得自行（或者协助他方）增加、减少、转让公司的注册资本（或者其对公司的出资额）或对之（包括股权）设置任何权利负担。在遵从这一规定前提下，出质人在本协议日期之后登记及获得的公司股权称为“**额外股权**”。股东（包括出质人）和公司应在出质人取得额外

股权时立即与质权人就额外股权签署补充股权质押协议,促使公司董事会和公司股东会批准该补充股权质押协议,并应向质权人提交补充股权质押协议所需的全部文件,包括但不限于:(a) 公司出具的关于额外股权的股东出资证明书的原件;以及 (b) 中国注册会计师出具的关于额外股权的验资报告经验证复印件。出质人和公司应按照本协议第 3.1 条的规定办理额外股权的出质设立登记。

Without the prior written consent from Pledgee, Pledgors and/or the Company shall not by themselves (or assisting others to) increase, decrease or transfer the registered capital of the Company (or its capital contribution to the Company) or impose any encumbrances on it, including the Equity Interest. Subject to the forgoing provision, any equity interest which is registered and obtained by Pledgors subsequent to the date of this Agreement shall be called "**Additional Equity Interest**". Shareholders (including Pledgors) and the Company shall, immediately after Pledgors obtains the Additional Equity Interest, enter with Pledgee supplemental share pledge agreement for the Additional Equity Interest, make the board of directors and shareholders' meeting of the Company approve the supplemental share pledge agreement, and deliver to Pledgee all documents necessary for the supplemental share pledge agreement, including without limitation (a) the original certificate issued by the Company about shareholders' capital contribution relating to the Additional Equity Interest; and (b) the verified photocopy of the capital contribution verification report (issued by certified public accountant in China) regarding the Additional Equity Interest. Pledgors and the Company shall, according to Section 3.1 of this Agreement, handle the pledge registration procedures relating to the Additional Equity Interest.

- 6.8 除非质权人事前出具书面的相反指示,股东(包括出质人)以及/或者公司同意,如果股份的部分或全部在出质人与任何第三方(“**股份受让方**”)之间发生违反本协议的转让,则股东(包括出质人)以及/或者公司应确保股份受让方无条件承认质权并履行必要的出质变更登记手续(包括但不限于签署有关文件),以确保质权的存续。

Unless otherwise instructed by Pledgee in writing in prior, Shareholders (including the Pledgors) and/or the Company agree that, if part of or all of the Equity Interest is transferred between the Pledgors and any third parties in violation of this Agreement ("**Transferee of the Equity Interest**"), then Shareholders (including the Pledgors) and/or the Company shall ensure that the Transferee of the Equity Interest will unconditionally recognize the Pledge and follow necessary procedures for modification of the registration of the Pledge (including without limitation signing relevant documents) so as to ensure the continued existence of the Pledge.

公司的承诺和进一步同意如下:

The covenants and further agreements of the Company are set forth below:

- 6.9 若就本协议的签署和履行及本协议项下之股权质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理登记或备案手续(如依法需要),则公司应尽力协助取得并保持其在本协议有效期内充分有效。

If, for the execution of this Agreement and Pledge under this Agreement, it is necessary to obtain any third party consent, approval, waiver or authorization, any governmental approval, license or waiver, or complete registration or filing procedures in any governmental departments (as required by the law), then the Company shall try its best to assist in obtain the same and cause it to remain in effect during the term of this Agreement.

- 6.10 未经质权人的事先书面同意,公司将不会向任何人或实体提供贷款或信贷或任何形式的担保;不会协助或允许出质人在股权上设立任何新的质押或授予其它任何担保权益,亦不会协助或允许出质人将股权转让。
Without prior written consent of Pledgee, the Company will not provide any person or entity with any loan or credit or guarantee in any form; assist or allow Pledgors to set up any new pledges or grant other security over the Equity Interest, nor will the Company assist or allow Pledgors to transfer the Equity Interest.
- 6.11 公司同意和出质人共同严格遵守本协议 6.7 条与 6.8 条项下规定的义务。
The Company agrees to, jointly with Pledgors, strictly comply with Article 6.7 and Article 6.8 of this Agreement.
- 6.12 未经质权人事先书面同意,公司不得进行转让公司资产或者在公司资产上设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担(包括但不限于对公司的任何知识产权或者任何价值在人民币 10 万元以上的资产的转让,或者附加于该等资产上的任何产权或使用权负担)。
Without prior written consent of Pledgee, the Company shall not transfer its assets or set up (or allow the existence of) any security or encumbrances on property rights that may affect Pledgee's rights and interests in the Equity Interest (including without limitation transfer of any of the Company's intellectual properties or any assets with an a value equaling or over RMB 100,000, or any encumbrance on the ownership or right to use of such assets).
- 6.13 当有任何法律诉讼、仲裁或其它请求发生,而可能会对公司、股权或质权人在合作系列协议及本协议项下的利益有不利影响时,公司保证将尽快和及时地书面通知质权人,并根据质权人的合理要求,采取一切必要措施以确保质权人对股权的质押权益。
Where there are any litigations, arbitrations or any other claims, which may adversely impact the Company, the Equity Interest, or Pledgee's interests under the Cooperation Agreements and this Agreement, the Company shall, as soon as possible, send timely notice to Pledgee and according to reasonable requests of Pledgee take all necessary measures to protect Pledgee's pledge interests in the Equity Interest.
- 6.14 公司不得进行或容许任何可能会对质权人在合作系列协议及本协议项下的利益或股权有不利影响之行为或行动。
The Company shall not conduct or allow any acts or actions that may adversely impact the Equity Interest or Pledgee's interest under the Cooperation Agreements and this Agreement.
- 6.15 公司将于每公历季度的第一个月内向质权人提供公司此前一公历季度的财务报表,包括但不限于资产负债表、利润表和现金流量表。公司将于每个财政年度末的 90 日内,向质权人提供公司在本财政年度的经审计的财务报表,该财务报表应当经由质权人批准的独立注册会计师审计并认证。
The Company shall, during the first month of each calendar quarter, provide to Pledgee its financial statements for the preceding calendar quarter, including without limitation its balance sheets, profit statements and cash flow statements. Within 90 days of the end of each fiscal year, the Company shall provide Pledgee with the Company's audited financial statements of the current fiscal year, which shall be audited and certified by the independent certified auditor approved by Pledgee.

- 6.16 公司保证根据质权人的合理要求,采取一切必要措施及签署一切必要文件,以确保质权人对股权的质押权益及该等权益的行使和实现。

The Company shall, pursuant to Pledgee's reasonable requests, take all necessary measures and sign all necessary documents so as to ensure and protect Pledgee's pledge rights over the Equity Interest and the realization thereof.

- 6.17 如果由于本协议项下质权的行使而引起任何股权的转让,公司保证采取一切措施以完成该等转让。

If the exercise of the Pledge under this Agreement results in any transfer of the Equity Interest, the Company agrees and warrants that it will take all measures to effect such transfer.

7. 违约事件

Event of Default

- 7.1 下列情况均应被视为违约事件:

The following circumstances shall be deemed Event of Default:

- 7.1.1 任何义务人未能完整或即时履行其合作系列协议项下任何担保债务;
Any Obligor fails to promptly perform or perform in full any of its Secured Obligations under the Cooperation Agreements;

- 7.1.2 股东在本协议第 5 条所作的任何陈述或保证含有严重失实陈述或错误,和/或股东违反本协议第 5 条的任何保证;
Any representation or warranty by Shareholders in Section 5 of this Agreement contains material misrepresentations or errors, and/or Shareholders violates any of the warranties in Section 5 of this Agreement;

- 7.1.3 股东和公司未能按第 3.1 条中的规定完成登记机关的股权出质登记;
Shareholders and the Company fail to complete the registration of the Pledge with Registration Authority under Section 3.1 of this Agreement;

- 7.1.4 股东或公司违反本协议的任何规定;
Shareholders or the Company breach any provisions of this Agreement;

- 7.1.5 除第 6.1.1 条中明确规定外,出质人转让或意图转让或放弃股权或者未经质权人书面同意而让予股权;
Except as expressly stipulated in Section 6.1.1, Pledgors transfer or purport to transfer or abandons the Equity Interest or assigns the Equity Interest without the written consent of Pledgee;

- 7.1.6 出质人对任何第三方的自身的贷款、保证、赔偿、承诺或其他债务责任(1)因出质人违约被要求提前偿还或履行;或(2)已到期但不能如期偿还或履行;
Any of Pledgors' own loans, guarantees, indemnifications, promises or other debt liabilities to any third party or parties (1) become subject to a demand of early repayment or performance due to default on the part of Pledgors; or (2) become due but are not capable of being repaid or performed in a timely manner;

- 7.1.7 使本协议可强制执行、合法和生效的政府机构的任何批准、执照、许可或授权被撤回、中止、使之失效或有实质性更改；
Any approval, license, permit or authorization of government agencies that makes this Agreement enforceable, legal and effective is withdrawn, terminated, invalidated or substantively changed;
- 7.1.8 适用的法律的颁布使本协议非法或使股东不能继续履行其在本协议项下的义务；
The promulgation of applicable laws renders this Agreement illegal or renders it impossible for Shareholders to continue to perform its obligations under this Agreement;
- 7.1.9 出质人所拥有的财产出现不利变化，致使质权人认为出质人履行其在本协议项下的义务的能力已受到影响；
Adverse changes in properties owned by Pledgors, which lead Pledgee to believe that that Pledgors' ability to perform its obligations under this Agreement has been affected;
- 7.1.10 公司的继承人或托管人只能部分履行或拒绝履行合作系列协议项下的任何义务；及
The successor or custodian of the Company is capable of only partially performing or refuses to perform any obligation under the Cooperation Agreements; and
- 7.1.11 质权人不能或可能不能行使其针对质权的权利的任何其他情况。
Any other circumstances occur where Pledgee is or may become unable to exercise its right with respect to the Pledge.
- 7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生，出质人应立即相应地书面通知质权人。
Upon notice or discovery of the occurrence of any circumstances described in Section 7.1 or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgors shall immediately notify Pledgee in writing accordingly.
- 7.3 除非本第 7.1 条所列明的违约事件已经在质权人通知之日起三十（30）天内令质权人满意地得到完满解决，否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出违约通知，要求出质人立即支付合作系列协议项下任何应付款和/或按本协议第 8 条的规定处置质权。
Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within thirty (30) days of Pledgee's notice, Pledgee may issue a Notice of Default to Pledgors in writing upon the occurrence of the Event of Default or at any time thereafter and demand that Pledgors immediately pay all payments due under the Cooperation Agreements, and/or disposes of the Pledge in accordance with the provisions of Section 8 of this Agreement.
8. **质权的行使**
Exercise of Pledge
- 8.1 在合作系列协议完全履行及其所述应付款足额偿还前，未经质权人书面同意，出

质人不得转让质权或股权。

Prior to the full performance of the Cooperation Agreements and full payment of all payments described therein, without Pledgee's written consent, Pledgors shall not assign the Pledge or the Equity Interest.

- 8.2 质权人行使质权时可向出质人发出违约通知。

Pledgee may issue a Notice of Default to Pledgors when exercising the Pledge.

- 8.3 受限于第 7.3 条的规定，质权人可在按第 7.2 条发出违约通知的同时或在发出违约通知之后的任何时候行使强制执行质权的权利。一旦质权人选择强制执行质权，出质人应不再拥有与股权有关的任何权利或利益。

Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge concurrently with the issuance of the Notice of Default in accordance with Section 7.2 or at any time after the issuance of the Notice of Default. Once Pledgee elects to enforce the Pledge, Pledgors shall cease to be entitled to any rights or interests associated with the Equity Interest.

- 8.4 在违约事件发生时，在许可的范围内并根据适用法律，质权人有权依法处置质押的股权；质权人因行使其质权而收到的全部款项，在清偿担保债务后若有剩余，则余款支付给出质人或有权收取该款项的人（不计利息），在中国法律允许的情况下，出质人或有权收取该款项的人应在收到余款后全额返还质权人。

In the Event of Default, Pledgee is entitled to dispose of the Equity Interest pledged, to the extent permitted and in accordance with applicable laws; if, after satisfying all Secured Obligations, there is any balance in the monies collected by Pledgee by enforcing the Pledge, then such balance shall be, without calculation of interests, paid to Pledgors or other parties entitled to receive such balance. The Pledgors or other parties entitled to receive such balance shall fully return to the Pledgee to the extent permitted under PRC laws.

- 8.5 当质权人依照本协议处置质权时，股东和公司应提供必要的协助，以使质权人能够根据本协议强制执行质权。

When Pledgee disposes of the Pledge in accordance with this Agreement, Shareholders and the Company shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

- 8.6 一切与本协议项下股权质押的设定及质权人权利实现有关的实际开支、税费及全部法律费用等，应由出质人承担，法律规定由质权人承担的除外。

Unless otherwise provided by the law, all expenses, tax, charges and all legal fees relating to the establishment of the Pledge and enforcement of it shall be borne by Pledgors.

9. 转让 Assignment

- 9.1 未经质权人事先书面同意，股东和公司无权转让或转授其在本协议项下的权利和义务。

Without Pledgee's prior written consent, Shareholders and the Company shall not assign or delegate its rights and obligations under this Agreement.

- 9.2 本协议应对股东及其继任人和经许可的受让人均有约束力，并且应对质权人及其

每一继任人和受让人有效。

This Agreement shall be binding on Shareholders and its successors and permitted assigns, and shall be valid with respect to Pledgee and each of its successors and assigns.

- 9.3 在任何时候,质权人均可以将其在本协议和合作系列协议项下的任何及所有权利和义务转让给其指定人(自然人/法人),在该情况下,受让人应享有和承担质权人在本协议项下的权利和义务,如同其是本协议的原始一方一样。当质权人转让本协议和合作系列协议项下的权利和义务时,应质权人要求,股东和公司应签署有关协议或与该等转让有关的其他文件。

At any time, Pledgee may assign any and all of its rights and obligations under this Agreement and the Cooperation Agreements to its designee(s) (natural/legal persons), in which case the assigns shall have the rights and obligations of Pledgee under this Agreement, as if it were the original party to this Agreement. When Pledgee assigns the rights and obligations under this Agreement and the Cooperation Agreements, upon Pledgee's request, Shareholders and the Company shall execute relevant agreements or other documents relating to such assignment.

- 9.4 如果因转让而导致质权人变更,应质权人要求,股东和公司应与新的质权人按与本协议相同的条款和条件签署一份新的质押协议。

In the event of a change in Pledgee due to an assignment, Shareholders and the Company shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement.

- 9.5 全部义务人应严格遵守本协议和本协议各方或其中任何一方共同或单独签署的其他合同的规定,包括合作系列协议,履行在本协议和其他合同项下的义务,并不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示,股东不得行使其对在本协议项下质押的股权的任何余下的权利。

The Obligors shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Cooperation Agreements, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgors with respect to the Equity Interest pledged hereunder shall not be exercised by Shareholders except in accordance with the written instructions of Pledgee.

10. 终止 Termination

在合作系列协议完全履行及其项下的应付款足额支付之后,并且在全部义务人在合作系列协议项下的担保债务终止之后,本协议应终止,并且质权人应在合理切实可行范围内尽快解除本协议项下的股权质押,并配合出质人办理注销在公司的股东名册内以及在登记机关所作的股权质押的登记,因解除股权质押而产生的合理费用由出质人承担。

Upon the full performance of the Cooperation Agreements and full payment of all payments described therein, and upon termination of the Obligors' Secured Obligations under the Cooperation Agreements, this Agreement shall be terminated, and Pledgee shall then release the equity pledge hereunder as soon as reasonably practicable and cooperate with Pledgors in connection with the deregistration of the equity pledge in the Company's shareholder register and with the Registration

Authority. The reasonable fees arising from pledge deregistration shall be borne by Pledgors.

11. **手续费及其他费用**
Handling Fees and Other Expenses

除非另行约定或适用法律要求, 与本协议有关的所有费用及实际开支, 包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由公司承担。

Unless otherwise agreed or required by applicable laws, all fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by the Company.

12. **保密责任**
Confidentiality

各方承认, 其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密, 而在未得到其他各方书面同意前, 其不得向任何第三方披露任何有关资料, 除下列情况外: (a) 公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露); (b) 适用法律或任何证券交易所的规则或规定要求披露之资料; 或(c) 由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料, 而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露, 该一方应对违反本协议承担法律责任。无论本协议以任何理由终止, 本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

13. **管辖法律、争议解决和法律变更**
Governing Law, Resolution of Disputes and Change in Laws

- 13.1 本协议的签署、生效、解释和履行, 以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜, 应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 13.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 13.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 13.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse effect on the economic interest of either Party is unable to be resolved pursuant to this

Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 13.5 受限于中国法律的规定，仲裁庭可以就出质人的股权权益或物业权益裁定赔偿、裁定强制救济（包括但不限于为进行业务或为强制转让资产需要）或裁定出质人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）公司的注册成立地（即中国云南）；及（iv）最终控股股东或公司主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Pledgors, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Pledgors. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions) shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of Company (i.e. Yunnan, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or Company's principal assets are located shall have jurisdiction for the aforesaid purpose.

14. 通知 Notices

- 14.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 14.1.1 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

- 14.1.2 通知如果是通过传真发出的，则应视为于成功传送之日有效送达(应以自动生成的传送确认信息为证)。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

14.2 为通知的目的, 各方地址如下:

For the purpose of notices, the addresses of the Parties are as follows:

公司: 未鲲(上海)科技服务有限公司
Company: Weikun (Shanghai) Technology Service Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路1333号15楼
Address: Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 西双版纳商品交易中心股份有限公司
Company: Xishuangbanna Commodity Trading Center Co., Ltd.
地址: 云南省西双版纳傣族自治州景洪市勐海路74号
Address: No.74 Menghai Road, Jinghong, XiShuangbanna, Yunnan
收件人: 法定代表人
Attn: Legal Representative

公司: 上海雄国企业管理有限公司
Company: Shanghai Xiongguo Corporation Management Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路1333号4层0401室
Address: Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 上海惠康信息技术有限公司
Company: Shanghai Huikang Information Technology Co., Ltd.
地址: 中国(上海)自由贸易试验区陆家嘴环路1333号3层0308室
Address: Room 0308, Floor 3, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 深圳平安金融科技咨询有限公司
Company: Shenzhen Pingan Financial Technology Consultation Company
地址: 深圳市福田区福田街道福安社区益田路5033号平安金融中心47楼
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 上海兰帮投资有限责任公司
Company: Shanghai Lanbang Investment Company
地址: 上海市浦东新区龙阳路2277号1002N
Address: 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai
收件人: 法定代表人
Attn: Legal Representative

公司: 新疆同君股权投资有限合伙企业
Company: Xinjiang Tongjun Equity Investment Limited Partnership
地址: 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼
Address: Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen
收件人: 法定代表人
Attn: Legal Representative

公司: 林芝金生投资管理合伙企业(有限合伙)
Company: Linzhi Jinsheng Investment Management Limited Partnership
地址: 西藏林芝地区工布江达县物价局三楼 301 室
Address: 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet
收件人: 法定代表人
Attn: Legal Representative

姓名: 杨学连
Name: Yang Xuelian
地址: 上海市白渡路 288 号 3 号楼 1603 室
Address: Room 1603, Building 3, No. 288 Baidu Road, Shanghai

姓名: 石京魁
Name: Shi Jingkui
地址: 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层
Address: Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

姓名: 王文君
Name: Wang Wenjun
地址: 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部
Address: Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟
Name: Dou Wenwei
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

- 14.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

15. **分割性**
Severability

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行,则本协议其余规定的有效性、合法性或可强制执行性不应

在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与这些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

16. 继任者
Successors

本协议对各方各自的继任者和该等各方所允许的受让方均具有约束力。

This Agreement shall be binding on the respective successors of the Parties and the permitted assigns of such Parties.

17. 继续有效
Survival

- 17.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

- 17.2 第 13、14 条和本第 17 条的规定在本协议终止后应继续有效。
The provisions of Sections 13, 14 and this Section 17 shall survive the termination of this Agreement.

18. 弃权
Waivers

任何一方均可以对本协议的条款和条件作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

19. 修订、更改与补充
Amendment, Change and Supplement

- 19.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议，并于相关政府登记（如适用）。

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties and be recorded with competent governmental authorities (if applicable).

- 19.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited (“SEHK”) or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

20. 语言

Language

本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由质权人持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Pledgee having the others; each counterpart has equal legal validity.

[以下无正文]

[The space below is intentionally left blank.]

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

未鲲（上海）科技服务有限公司
Weikun (Shanghai) Technology Service Co., Ltd.

签署：

By:

姓名：YONG SUK CHO

Name: YONG SUK CHO

职务：法定代表人

Title: Legal Representative

日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海雄国企业管理有限公司
Shanghai Xionguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海惠康信息技术有限公司
Shanghai Huikang Information Technology Co., Ltd.

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

西双版纳商品交易中心股份有限公司
Xishuangbanna Commodity Trading Center Co., Ltd.

签署：

By:

姓名： 李正宇

Name: Li Zhengyu

职务： 法定代表人

Title: Legal Representative

日期： 年 月 日



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

深圳平安金融科技咨询有限公司
Shenzhen Pingan Financial Technology Consultation Company

签署：

By:

姓名：王仕永

Name: Wang Shiyong

职务：法定代表人

Title: Legal Representative

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

上海兰帮投资有限责任公司
Shanghai Lanbang Investment Company

签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

新疆同君股权投资有限合伙企业

Xinjiang Tongjun Equity Investment Limited Partnership

签署:

By:

姓名: 窦文伟

Name: Dou Wenwei

职务: 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）
Linzhi Jinsheng Investment Management Limited Partnership

签署：

By: _____

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner



日期： 年 月 日

有鑒于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

杨学连

Yang Xuelian

签署:

By:

A handwritten signature in black ink, appearing to be '杨学连' (Yang Xuelian), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

石京魁
Shi Jingkui
签署：
By:

A handwritten signature in black ink, appearing to be '石京魁' (Shi Jingkui), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

王文君

Wang Wenjun

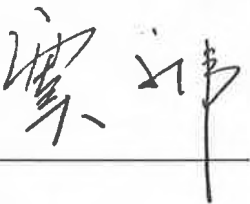
签署:

By:

A handwritten signature in black ink, appearing to be 'Wang Wenjun', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权质押协议，以昭信守。
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute
this Share Pledge Agreement as of the date first above written.

窦文伟
Dou Wenwei
签署：
By:

A handwritten signature in black ink, appearing to be '窦文伟' (Dou Wenwei), written over a horizontal line.

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“**西交所**”）

本人，杨学连，(i) 持有上海兰帮投资有限责任公司（下称“**上海兰帮**”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“**林芝金生**”）的普通合伙人，持有林芝金生 60%的财产份额。上海兰帮间接持有西交所 18.29%的股权，林芝金生间接持有西交所 2.17%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他西交所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关西交所 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何西交所的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关西交所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在西交所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对西交所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关西交所 VIE 协议之履行。本人承诺不会做出任何可能与相关西交所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关西交所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致西交所与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关西交所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关西交所 VIE 协议项下的合法利益并服从拟上市公司的指示。

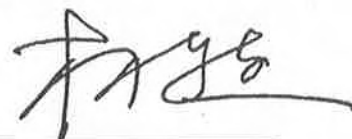
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

A handwritten signature in black ink, consisting of stylized Chinese characters, positioned above a horizontal line.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“西交所”）

本人，王文君，(i) 是新疆同君股权投资有限合伙企业（下称“新疆同君”）的有限合伙人，持有新疆同君 50% 的财产份额。新疆同君间接持有西交所 29.55% 的股权；并且 (ii) 在 2023 年 2 月 1 日与未鯤（上海）科技服务有限公司和其他西交所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关西交所 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何西交所的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关西交所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鯤（上海）科技服务有限公司或未鯤（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在西交所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对西交所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关西交所 VIE 协议之履行。本人承诺不会做出任何可能与相关西交所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关西交所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致西交所与拟上市公司及其下属公司利益相冲

突。

- (2) 如果本人在履行相关西交所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关西交所 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

A handwritten signature in black ink, appearing to be 'DA' followed by a stylized flourish.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“**西交所**”）

本人，石京魁，(i) 持有上海兰帮投资有限责任公司（下称“**上海兰帮**”）50%的股权，是林芝金生投资管理合伙企业（有限合伙）（下称“**林芝金生**”）的有限合伙人，持有林芝金生 40%财产份额。上海兰帮直接间接西交所 18.29%的股权，林芝金生间接持有西交所 2.17%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他西交所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关西交所 VIE 协议**”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过上海兰帮及林芝金生间接持有的任何西交所的股权及其附带的所有权益（合称“**相关股权**”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关西交所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在西交所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对西交所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关西交所 VIE 协议之履行。本人承诺不会做出任何可能与相关西交所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关西交所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致西交所与拟上市公司及其下属公司利益相冲突。
- (2) 如果本人在履行相关西交所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关西交所 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

A stylized handwritten signature in black ink, consisting of several loops and a long vertical stroke at the end.

2023 年 2 月 1 日

个人股东承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“西交所”）

本人，窦文伟，(i) 是新疆同君股权投资有限合伙企业（下称“新疆同君”）的普通合伙人，持有新疆同君 50%财产份额。新疆同君间接持有西交所 29.55%的股权；并且(ii) 在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他西交所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关西交所 VIE 协议”）。

为了推进并完成拟上市公司的股份在香港联合交易所有限公司主板上市之事宜，本人在此确认及不可撤销的承诺：

1. 关于死亡或其他意外事项的承诺

就本人通过新疆同君间接持有的任何西交所的股权及其附带的所有权益（合称“相关股权”），如果在将来出现本人死亡、丧失民事行为能力或其它情形导致本人不再具有履行相关西交所 VIE 协议项下义务的能力，本人所持有的上述相关股权及其附带的所有权益将无偿且不附带任何条件地转让予未鲲（上海）科技服务有限公司或未鲲（上海）科技服务有限公司指定的在中国法律允许范围内的自然人或法人，同时本人在西交所直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。

2. 关于离婚事项的确认和承诺

- (1) 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；
- (2) 本人通过持有上述相关股权对西交所的直接或间接的经营管理及其他表决事项均不受配偶影响；及
- (3) 如出现本人与配偶离异的情况，本人将采取一切任何行动以保障相关西交所 VIE 协议之履行。本人承诺不会做出任何可能与相关西交所 VIE 协议之订立目的或意图相违背的行为或举措。

3. 关于利益冲突的确认和承诺

- (1) 本人不会采取任何可能与相关西交所 VIE 协议订立目的或意图相违背的作为或不作为，从而导致或可能导致西交所与拟上市公司及其下属公司利益相冲

突。

- (2) 如果本人在履行相关西交所 VIE 协议时与拟上市公司或其下属公司发生利益冲突，本人将维护未鲲（上海）科技服务有限公司在相关西交所 VIE 协议项下的合法利益并服从拟上市公司的指示。

本承诺函一经本人签署实时生效，并持续有效。

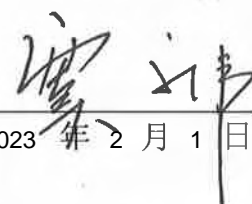
此上，特此承诺。

（以下无正文）

本页无正文，为《个人股东承诺函》之签署页。

签署:

2023 年 2 月 1 日

A handwritten signature in black ink, appearing to be '廖文' (Liao Wen), written over a horizontal line.

配偶承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“**西交所**”）

本人，李红江，身份证号码为 410711196005151045。本人为杨学连之合法配偶。

本人知悉：(i) 杨学连通过上海兰帮投资有限责任公司（下称“**上海兰帮**”）及林芝金生投资管理合伙企业（有限合伙）（下称“**林芝金生**”）间接持有西交所 10.447% 的股权；及 (ii) 杨学连在 2022 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他西交所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关西交所 VIE 协议**”）。

本人在此确认及不可撤销的承诺：

1. 杨学连通过上海兰帮及林芝金生间接持有的任何西交所的股权及其所附带的所有权益（下称“**相关股权**”）均为杨学连的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照杨学连签署的相关西交所 VIE 协议进行处分。本人确认，在任何时点均将对相关西交所 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与西交所的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关西交所 VIE 协议之订立目的或意图相违背的行为或举措。

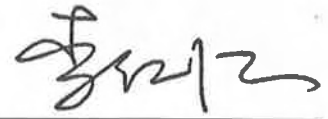
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：

A handwritten signature in black ink, appearing to be '李仁乙' (Li Renyi), written over a horizontal line.

2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“拟上市公司”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“西交所”）

本人，丰小之，身份证号码为 440121196504270036。本人为王文君之合法配偶。

本人知悉：(i) 王文君通过新疆同君股权投资有限合伙企业（下称“新疆同君”）间接持有西交所 14.77%的股权；及 (ii) 王文君在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他西交所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“相关西交所 VIE 协议”）。

本人在此确认及不可撤销的承诺：

1. 王文君通过新疆同君间接持有的任何西交所的股权及其所附带的所有权益（下称“相关股权”）均为王文君的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照王文君签署的相关西交所 VIE 协议进行处分。本人确认，在任何时点均将对相关西交所 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与西交所的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关西交所 VIE 协议之订立目的或意图相违背的行为或举措。

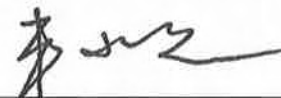
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：

A handwritten signature in black ink, consisting of stylized Chinese characters, positioned above a horizontal line.

2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“**西交所**”）

本人，祁洵，身份证号码为 340303196507250625。本人为石京魁之合法配偶。

本人知悉：(i) 石京魁通过上海兰帮投资有限责任公司（下称“**上海兰帮**”）及林芝金生投资管理合伙企业（有限合伙）（下称“**林芝金生**”）间接持有西交所 10.013%的股权；及 (ii) 石京魁在 2023 年 2 月 1 日与未鲲（上海）科技服务有限公司和其他西交所的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关西交所 VIE 协议**”）。

本人在此确认及不可撤销的承诺：

1. 石京魁通过上海兰帮及林芝金生间接持有的任何西交所的股权及其所附带的所有权益（下称“**相关股权**”）均为石京魁的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼；
2. 上述相关股权将按照石京魁签署的相关西交所 VIE 协议进行处分。本人确认，在任何时点均将对相关西交所 VIE 协议的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与西交所的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关西交所 VIE 协议之订立目的或意图相违背的行为或举措。

本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署：

邵炯

2023 年 2 月 1 日

配偶承诺函

致：Lufax Holding Ltd (下称“**拟上市公司**”)董事会

抄送：

西双版纳商品交易中心股份有限公司（下称“**西交所**”）

本人，孙增杰，身份证号码为 220104196706181528。本人为**窦文伟**之合法配偶。

本人知悉：(i) **窦文伟**通过**新疆同君股权投资有限合伙企业**（下称“**新疆同君**”）间接持有**西交所** 14.77%的股权；及(ii) **窦文伟**在 2023 年 2 月 1 日与**未鲲（上海）科技服务有限公司**和其他**西交所**的直接和间接股东签署了《股权表决权委托协议》、《独家股权购买权协议》、《独家资产购买权协议》和《股权质押协议》（上述协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），合称“**相关西交所 VIE 协议**”）。

本人在此确认及不可撤销的承诺：

1. **窦文伟**通过**新疆同君**间接持有的任何**西交所**的股权及其所附带的所有权益（下称“**相关股权**”）均为**窦文伟**的个人资产，不属于夫妻共同财产，本人不享有上述**相关股权**的任何权益，未来也不会对于上述**相关股权**及其附带的权益提出任何主张或者诉讼；
2. 上述**相关股权**将按照**窦文伟**签署的**相关西交所 VIE 协议**进行处分。本人确认，在任何时点均将对**相关西交所 VIE 协议**的履行给予全部的配合；
3. 本人承诺，本人从未且未来也并不打算实际参与**西交所**的经营管理或其他表决事项；及
4. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与**相关西交所 VIE 协议**之订立目的或意图相违背的行为或举措。

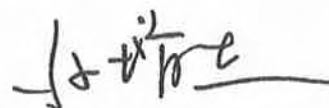
本承诺函一经本人签署实时生效，并持续有效。

此上，特此承诺。

（以下无正文）

本页无正文，为《配偶承诺函》之签署页。

签署:

A handwritten signature in black ink, appearing to be 'J. H. H. H.', written over a horizontal line.

2023 年 2 月 1 日