

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (date of earliest event reported): **February 15, 2022**

**iPower Inc.**

(Exact name of registrant as specified in its charter)

Commission file number: 001-40391

Nevada  
(State of  
Incorporation)

5200  
(Primary Standard Industrial  
Classification Code Number.)

82-5144171  
(IRS Employer  
Identification No.)

iPower Inc.  
2399 Bateman Avenue  
Duarte, CA 91010  
(Address Of Principal Executive Offices) (Zip Code)

(626) 863-7344  
(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| <u>Title of each class</u>     | <u>Trading Symbol(s)</u> | <u>Name of each exchange on which registered</u> |
|--------------------------------|--------------------------|--|
| Common Stock \$0.001 per share | IPW                      | The Nasdaq Stock Market LLC                      |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## Item 1.01 Entry Into a Material Definitive Agreement

### Acquisition of Anivia Limited

On February 15, 2022, iPower Inc., a Nevada corporation (“iPower” or the “Company”), acquired 100% of the ordinary shares of Anivia Limited (the “Target Company”), a corporation organized under the laws of the British Virgin Islands (“BVI”), in accordance with the terms of a share transfer framework agreement (the “Transfer Agreement”), dated February 15, 2022, by and between the Company, White Cherry Limited, a BVI company (“White Cherry”), White Cherry’s equity holders, Li Zanyu and Xie Jing (together with White Cherry, the “Sellers”), the Target Company, Fly Elephant Limited, a Hong Kong company, Dayou Renzai (Shenzhen) Technology Company Limited, and Daheshou (Shenzhen) Information Technology Limited. The Target Company owns 100% of the equity of Fly Elephant Limited, which in turn owns 100% of the equity of Dayou Renzai (Shenzhen) Technology Co., Ltd., a corporation located in the People’s Republic of China (“PRC”) and which is a wholly foreign-owned enterprise (“WFOE”) of Fly Elephant Limited. The WFOE controls, through contractual arrangements summarized below, the business, revenues and profits of Daheshou (Shenzhen) Information Technology Co., Ltd., a company organized under the Laws of the PRC (the “Operating Company”) and located in Shenzhen, China.

The contractual arrangements between the WFOE and the Operating Company are established through a variable interest operating entity structure, which is reflected in (i) an exclusive business cooperation agreement, dated December 15, 2021, between the WFOE and the Operating company, (ii) an exclusive equity interest pledge agreement, dated December 15, 2021, between the WFOE and the Operating Company in which the equity of the Operating Company was pledged to the WFOE, (iii) an exclusive option agreement, dated December 15, 2021, between the WFOE, the Operating Company and its equity holders, Li Zanyu and Xie Jing (the “Equity Holders), pursuant to which the Equity Holders give the WFOE the irrevocable and exclusive right to purchase the equity interests in the Operating Company, and (iii) a power of attorney, dated December 15, 2021, pursuant to which Li Zanyu and Xie Jing, the holders of 100% of the equity interest of the Operating Company, granted the WFOE all voting and other rights to their equity interest in the Operating Company.

The Operating Company is principally engaged in selling of a wide range of products and providing logistic services in the PRC. The Operating Company has been iPower’s sole source of supplies and logistics support for products purchased from the PRC since iPower’s inception. In 2021, iPower purchased more than 60% of its products and supplies from or through the Operating Company.

Total consideration for the transaction was \$12,000,000, which was paid to White Cherry as follows: at closing, the Company (i) paid \$3,500,000 in the form of a two-year unsecured 6% subordinated promissory note, payable in equal semi-annual installments commencing August 15, 2022 (the “Purchase Note”) and (ii) paid \$7,000,000 in the form of 3,083,700 restricted shares of the Company’s Class A common stock, valued at \$2.27 per share, which was the closing price of the Company’s common stock as traded on Nasdaq on February 15, 2022. An additional \$1,500,000 in cash will be paid within 30 working days of closing. In its due diligence of the financial statements of the Operating Company, iPower determined that the acquisition falls below the 20% threshold for deeming an acquisition significant under Rule 3-05 of Regulation S-X of the Securities Act of 1933, as amended.

The foregoing descriptions of each of the Purchase Agreement, the Purchase Note, the exclusive business cooperation agreement, the exclusive equity interest pledge agreement, the exclusive option agreement and the power of attorney do not purport to describe all of the terms of such documents and are qualified in their entirety by reference to such documents, which are filed as Exhibits 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 hereto and incorporated by reference herein.

JP Morgan Chase Bank, the Company’s senior secured lender (“JPM”), consented to the transaction. In conjunction with obtaining JPM’s consent, the Company delivered an amendment to the pledge and security agreement with JPM, pursuant to which the Company pledged to JPM 65% of the equity interest of Anivia Limited, Fly Elephant Limited and the WFOE. A copy of each of the JPM consent and the amendment to the pledge and security agreement is attached hereto as Exhibit 10.7 and 10.8, respectively, and incorporated by reference herein.

### Employment Agreement

In conjunction with the closing of the transaction, the WFOE entered into an employment agreement with Li Zanyu, dated February 15, 2022 (the “Employment Agreement”), pursuant to which Mr. Li has been appointed to serve as general manager of the WFOE for a term of 10 years (through February 14, 2032), with annual base compensation of up to 500,000 RMB plus bonus as may be determined by the WFOE from time to time, in its sole discretion, based on Mr. Li’s performance. During such employment, Mr. Li may not engage in other employment without the consent of the WFOE. A copy of the Employment Agreement is attached hereto as Exhibit 10.9 and incorporated by reference herein.

## **Item 8.01 Other Events.**

### Press Release

On February 22, 2022, the Company issued a press release announcing the Company's acquisition of Anivia Limited. A copy of the press release is furnished herewith as Exhibit 99.1 and incorporated by reference herein.

### Additional Risk Factor Disclosure

The information set forth in Item 1.01 to this Current Report on Form 8-K concerning the ownership structure of Anivia and its related entities is incorporated by reference herein. As a result of its acquisition of Anivia and its subsidiaries, the Company now controls the above-referenced Operating Company through what is known as a variable interest entity (or VIE) structure. Through this VIE structure, for accounting purposes the Company is able to consolidate the revenues and profits (if any) of the Operating Company in its financial statements. This VIE structure exposes the Company and its shareholders to certain risks related to its China-based Operating Company, as set forth below.

#### *Risks Related to a Company's Organizational Structure*

Current regulations in China limit or prohibit foreign investment in Chinese companies operating in certain industries. To circumvent these restrictions, in order to obtain effective ownership and control over the China-based Operating Company, Anivia created the above holding company structure (including the above-defined WFOE) that entered into contractual arrangements, intended to mimic direct ownership, with the Operating Company. Under this structure, the Chinese operating company, in which the overseas issuer cannot hold an equity interest, typically holds licenses and other assets that the overseas issuer cannot hold directly.

These VIE structures pose certain risks to U.S. investors that are not present in other organizational structures. For example, exerting control through contractual arrangements may be less effective than direct equity ownership, and a company may incur substantial costs to enforce the terms of the arrangements, including those relating to the distribution of funds among the entities. Further, the Chinese government could determine that the agreements establishing the VIE structure do not comply with Chinese law and regulations, including those related to restrictions on foreign ownership, which could subject an overseas issuer to penalties, revocation of business and operating licenses, or forfeiture of the contractual interests. An overseas issuer's control over a VIE may also be jeopardized if a natural person (in this case, Li Zanyu and Xie Zang) who holds the equity interest in the Operating Company breaches the terms of the VIE agreements, becomes subject to legal proceedings, or if any physical instruments, such as chops and seals, are used without the overseas issuer's authorization to enter into contractual arrangements in China.

#### *Risks Related to the Regulatory Environment*

China's legal system is substantially different from the legal system in the United States and may raise risks and uncertainties concerning the intent, effect and enforcement of its laws, rules and regulations, including those that restrict the inflow and outflow of foreign capital or provide the Chinese government with significant authority to exert influence on a Company's ability to conduct business through its China-based subsidiaries. This lack of certainty may result in the inconsistent and unpredictable interpretation and enforcement of laws, rules and regulations, which may change quickly. For example, such entities may face risks related to evolving laws and regulations, which could impede their ability to obtain or maintain permits or licenses required to conduct business in China. In the absence of required permits or licenses, governmental authorities may impose material sanctions or penalties on the Company. In addition, in recent years the Chinese government has not allowed U.S. Public Company Accounting Oversight Board (the "PCAOB") access to the books and records of China-based entities. We believe this is not an issue as all of our books and records remain in the United States and our auditors are auditing the books and records of the Shenzhen-based WFOE and Operating Company.

**Item 9.01 Exhibits.**

(d) Exhibits

| <u>Exhibit No.</u> | <u>Description</u>   |
|--------------------|--|
| 10.1               | <a href="#"><u>Share Transfer Agreement, dated February 15, 2022, between iPower Inc., White Cherry Limited, Li Zanyu, Xie Jing, Anivia Limited, Fly Elephant Limited, Dayou Renzai (Shenzhen) Technology Co., Ltd. and Daheshou (Shenzhen) Information Technology Co., Ltd.</u></a> |
| 10.2               | <a href="#"><u>\$3,500,000 Promissory Note, dated February 15, 2022, from iPower, Inc. to White Cherry Limited.</u></a>  |
| 10.3               | <a href="#"><u>Exclusive Business Cooperation Agreement, dated December 15, 2021, between Dayao Renzai (Shenzhen) Technology Co., Ltd. and Daheshou (Shenzhen) Information Technology Co., Ltd.</u></a>  |
| 10.4               | <a href="#"><u>Exclusive Equity Interest Pledge Agreement, dated December 15, 2021, between Dayao Renzai (Shenzhen) Technology Co., Ltd., Daheshou (Shenzhen) Information Technology Co., Ltd. and its equity holders.</u></a>   |
| 10.5               | <a href="#"><u>Exclusive Option Agreement, dated December 15, 2021, between Dayao Renzai (Shenzhen) Technology Co., Ltd., Daheshou (Shenzhen) Information Technology Co., Ltd. and its equity holders.</u></a>   |
| 10.6               | <a href="#"><u>Power of Attorney of Li Zanyu, dated December 15, 2021.</u></a>   |
| 10.7               | <a href="#"><u>JP Morgan Chase Consent Agreement, dated February 16, 2022.</u></a>   |
| 10.8               | <a href="#"><u>Amendment to Pledge and Security Agreement, dated February 16, 2022.</u></a>  |
| 10.9               | <a href="#"><u>Employment Contract, dated February 15, 2022, between Dayao Renzai (Shenzhen) Technology Co., Ltd. and Li Zanyu.</u></a>  |
| 99.1               | <a href="#"><u>Press Release dated February 21, 2022</u></a>   |
| 104                | Cover Page Interactive Data File (formatted in inline XBRL)  |



## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 22, 2022

iPOWER INC.

By: /s/ Chenlong Tan

Name: **Chenlong Tan**

Title: **Chief Executive Officer**

**SHARE TRANSFER FRAMEWORK AGREEMENT**

**By and among**

**iPOWER INC.**

**White Cherry Limited**

**Anivia Limited**

**Fly Elephant Limited**

**Dayou Renzai (Shenzhen) Technology Co., Ltd.**

**(大有人在 (深圳) 科技有限公司)**

**Daheshou (Shenzhen) Information Technology Co., Ltd.**

**(大合手 (深圳) 信息科技有限公司)**

**LI Zanyu**

**(李贻宇)**

**And**

**XIE Jing**

**(谢靖)**

**Regarding the transfer of 100% equity interests in**

**Anivia Limited**

Dated as of February 15, 2022

---

目录  
Contents

|   |    |
|---|----|
| 第1条 定义和解释规则                                       | 4  |
| Article 1 Definitions and Rules of Interpretation | 4  |
| 第2条 本次交易  | 10 |
| Article 2 THIS TRANSACTION                        | 10 |
| 第3条 交割  | 12 |
| Article 3 CLOSING                                 | 12 |
| 第4条 交割先决条件  | 14 |
| Article 4 CONDITION PRECEDENT TO CLOSING          | 14 |
| 第5条 陈述和保证   | 17 |
| Article 5 REPRESENTATIONS AND WARRANTIES          | 17 |
| 第6条 过渡期安排   | 35 |
| Article 6 ARRANGEMENTS FOR INTERIM PERIOD         | 35 |
| 第7条 承诺  | 38 |
| Article 7 COVENANTS                               | 38 |
| 第8条 合同解除  | 42 |
| Article 8 TERMINATION                             | 42 |
| 第9条 违约责任  | 44 |
| Article 9 LIABILITIES FOR BREACH                  | 44 |
| 第10条 不可抗力   | 46 |
| Article 10 FORCE MAJEURE                          | 46 |
| 第11条 保密条款   | 47 |
| Article 11 CONFIDENTIALITY                        | 47 |
| 第12条 通知条款   | 48 |
| Article 12 NOTICES                                | 48 |
| 第13条 争议解决   | 49 |
| Article 13 DISPUTE RESOLUTION                     | 49 |
| 第14条 其他事项   | 50 |
| Article 14 MISCELLANEOUS                          | 50 |

---

股权转让  
框架协议

SHARE TRANSFER FRAMEWORK AGREEMENT

本《股权转让框架协议》（“本协议”）由以下各方于2022年2月15日（“签署日”）在【香港】签署：

This Share Transfer Framework Agreement (this “Agreement”) is entered into on February 15, 2022 (the “Execution Date”) in Hong Kong by and among:

- (1) **iPower Inc.**，一家根据内华达法律成立的公司，注册地址为2399 Bateman Avenue, Duarte, CA 91010（“收购方”）；  
**iPower Inc.**, a company duly established and validly existing under the Laws of Nevada, with its registered address at 2399 Bateman Avenue, Duarte, CA 91010 (the “Buyer”);
- (2) **White Cherry Limited**，一家依据英属维尔京群岛法律成立的公司，注册地址为2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands（“出售方”）；  
**White Cherry Limited**, a company duly established and validly existing under the Laws of British Virgin Islands, with its registered address at 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands (the “Seller”);
- (3) **Anivia Limited**，一家根据英属维尔京群岛法律成立的公司，注册地址为2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands（“目标公司”）；  
**Anivia Limited**, a company duly established and validly existing under the Laws of British Virgin Islands, with its registered address at 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands (the “Target Company”);
- (4) **Fly Elephant Limited**，一家根据香港法律成立的公司，注册地址为香港皇后大道东183号合和中心54层（“香港公司”）；  
**Fly Elephant Limited**, a company duly established and validly existing under the Laws of Hong Kong, with its registered address at 54/F, Hopewell Centre, 183 Queen’s Road East, Hong Kong (the “HK Company”);
- (5) **大有人在（深圳）科技有限公司**，一家依据中国法律成立的公司，注册地址为深圳市福田区福保街道石厦社区石厦北二街西新天世纪商务中心A.B座A4209A26（“WFOE”）；  
**Dayou Renzai (Shenzhen) Technology Co., Ltd.**, a company duly established and validly existing under the Laws of PRC, with its registered address at A4209A26, Block A.B, Xintian Century Business Center, Shixia North Second Street West, Shixia Community, Fubao Street, Futian District, Shenzhen (the “WFOE”);
- (6) **大合手（深圳）信息科技有限公司**，一家依据中国法律成立的公司，注册地址为深圳市南山区粤海街道大冲社区华润置地大厦C座3604单元（“大合手”）；  
**Daheshou (Shenzhen) Information Technology Co., Ltd.**, a company duly established and validly existing under the Laws of PRC, with its registered address at Unit 3604, Block C, China Resources Land Tower, Dachong Community, Yuehai Street, Nanshan District, Shenzhen (the “Daheshou”);

- (7) **李贻宇**，中国籍自然人，身份证号码为442000199002165453 (“**出售方**”)；  
**LI Zanyu**, a Chinese citizen, with his ID number: 442000199002165453;
- (8) **谢靖**，中国籍自然人，身份证号码为43078119870329001X (与李贻宇合称“**管理层股东**”)；  
**XIE Jing**, a Chinese citizen, with his ID number: 43078119870329001X (together with LI Zanyu, the “**Management Shareholders**”).

以上各方单独称为“**一方**”，合称为“**各方**”。

All parties hereto are referred to herein collectively as the “**Parties**” and each a “**Party**”.

**鉴于**  
WHEREAS

- (1) 大合手是一家根据中国法律成立和有效存续的公司，于本协议签署之日，大合手的注册资本为人民币壹佰万元 (RMB1,000,000)，其股权结构如本协议附录一所示。大合手主要从事电商服务，日用品、宠物用品、家用产品、农业种植用品的出口与销售业务 (“**主营业务**”)。Daheshou is a company duly established and validly existing under the PRC Laws. As of the Execution Date of this Agreement, the registered capital of Daheshou is one million yuan (RMB 1,000,000), and its shareholding structure is shown in Exhibits I of this Agreement. Daheshou is mainly engaged in the business of online merchandising services, export and sales of daily necessities, pet supplies, home products and agricultural growing supplies (the “**Main Business**”).
- (2) 目标公司是一家根据英属维尔京群岛法律成立和有效存续的公司，于本协议签署之日，出售方持有目标公司50,000股已发行股份，代表目标公司100%的股权；目标公司通过持有香港公司100%的股权间接全资持有WFOE的100%的股权。Target Company is a company duly established and validly existing under the Laws of British Virgin Islands. As of the Execution Date of this Agreement, the Seller holds 50,000 issued and outstanding shares of the Target Company, representing 100% of the equity interests in the Target Company; the Target Company indirectly holds 100% of the equity interests in the WFOE through the Target Company’s ownership of 100% of the equity interests in the HK Company.

(3)

大合手于2021年12月15日与WFOE以及管理层股东进行了一系列协议安排（包括但不限于签署独家购买权协议、独家业务合作协议、股权质押协议、授权委托书及其配套协议或文件，合称“**控制协议**”）。根据控制协议以及美国通用会计准则的规定，目标公司将通过WFOE取得大合手在业务、财务等方面的有效控制，大合手的经营业绩将被并入目标公司的财务报表。

Daheshou, WFOE and Management Shareholders have executed a series of contractual agreements on December 15, 2021 (including but not limited to the execution of Exclusive Option Agreement, the Exclusive Business Cooperation Agreement, the Equity Interest Pledge Agreement, the Power of Attorney and other ancillary agreements or documents thereto, collectively, the “**Control Agreements**”). In accordance with the Control Agreements and the US GAAP, the Target Company, through the WFOE, may acquire effective control of business, finance and other aspects of Daheshou and the operating results of Daheshou shall be consolidated into the financial statements of Target Company.

(4) 收购方同意按照本协议约定的条款和条件自出售方处收购目标公司，出售方亦同意向收购方出售目标公司100%的股权以及所有权益。

The Buyer agrees to acquire the Target Company from the Seller and the Seller agrees to sell all rights to and 100% of the equity interests in the Target Company to the Buyer in accordance with the terms and conditions of this Agreement.

**有鉴于此**，各方经友好协商一致达成如下条款：

IN WITNESS HEREOF, through amicable negotiation, the Parties hereby agree as follows:

## 第1条 定义和解释规则

### Article 1 Definitions and Rules of Interpretation

#### 1.1 定义

##### Definitions

除非本协议另有定义或者上下文另有要求，为本协议之目的，本协议中使用的如下词语，应具有本第1.1条为其规定的含义。

Unless otherwise defined herein or indicated by the context, for the purpose of this Agreement, the following terms used in the Agreement shall have the meaning given in this Article 1.1.

|   |  |
|---|--|
| “ <b>本次交易</b> ”<br>“ <b>Transaction</b> ” | 具有本协议第2.1.1条所载的含义。<br>Shall have the meaning set forth in Article 2.1.   |
| “ <b>交割</b> ”<br>“ <b>Closing</b> ”       | 具有本协议第3.1条所载的含义。<br>Shall have the meaning set forth in Article 3.1.   |
| “ <b>交割日</b> ”<br>“ <b>Closing Date</b> ” | 指完成交割之日。<br>means the date on which the Closing is completed.  |
| “ <b>法律</b> ”<br>“ <b>Laws</b> ”          | 指适用的法律、法规、规章、条例、条令、细则、命令、规定、司法解释、有约束力或指导性的司法判例或其他规范性文件。<br>means applicable laws, statutes, regulations, ordinances, decrees, provisions, rules, orders, judicial interpretations, binding or guiding judicial precedents and other normative documents. |

“公司注册处”  
“Registrar of Companies”

指英属维尔京群岛或其他法域负责公司的设立和变更等注册或登记事务的政府部门。  
means the Governmental Authorities in the British Virgin Islands or any other jurisdiction in charge of the incorporation and variation registration of companies.

“工作日”  
“Business Day”

指除星期六、星期日和法定节假日之外的其他自然日。  
means a natural day other than a Saturday, Sunday or Chinese statutory holidays.

“关联方”  
“Affiliate”

某个主体的“**关联方**”，指(i)当该主体不是自然人的情况下，指直接或间接控制该主体，或被该主体控制，或与该主体共同被控制的其他主体；及(ii)当该主体是自然人的情况下，指直接或间接被该主体控制的其他主体，或者该自然人的配偶和直系亲属，或者该等配偶或直系亲属直接或间接控制的其他主体。在本协议中，“**控制**”是指(A)持有某个主体超过50%的已发行股份、股本、股权、注册资本或权益；(B)通过拥有某个主体超过50%表决权或者通过拥有某个主体超过50%表决权的表决代理，或通过有权委派某个主体的董事会或类似的管理机构的多数成员，或通过合同安排或其他方式，能够决定某个主体的管理或政策的权力；或(C)委派某个主体的法定代表人的权力。为免疑义，除非本协议另有明确说明，本协议所提及的出售方或任何集团公司的关联方不包括任何收购方或其关联方，本协议所提及的任何收购方的关联方不包括(i)任何集团公司，以及(ii)出售方或其控制的实体。

An “Affiliate” of a Person means (i) with respect to any Person other than a natural Person, means any entity that directly or indirectly, controls, is controlled by or is under common control with such Person; and (ii) for a natural Person, means any entity directly or indirectly controlled by such Person, his or her spouse and immediate family members, or any entity directly or undirectedly controlled by the foregoing. The aforementioned “**controls**”, “**control**” or “**controlled**” shall mean (A) the possession of more than 50% of the issued shares, share capital, equity, registered capital or interest of a Person; (B) the power to direct the management or policies of a Person by the ownership of more than 50% of its voting rights or by voting proxy in the ownership of more than 50% of its voting rights or by the power to appoint a majority of the members of the board of directors or similar governing body of a Person or through contractual arrangements or otherwise; and (C) the power to appoint the legal representative of a Person. For the avoidance of doubt, unless otherwise explicitly stated hereunder, references to Affiliates of the Seller or any Group Companies in this Agreement shall exclude the Buyer or its Affiliates and references to Affiliates of Buyer in this Agreement shall exclude (i) any Group Company and (ii) the Seller or its controlled entities.

|                                      |  |
|--------------------------------------|--|
| “收购方股份”<br>“Buyer Shares”            | 具有本协议第2.3条所载的含义。<br>Shall have the meaning set forth in Article 2.3.   |
| “集团公司”<br>“Group Companies”          | 指目标公司、香港公司、WFOE和大合手及前述主体不时直接或间接控制的其他实体。<br>means the Target Company, HK Company, WFOE, Daheshou and other entities directly or indirectly controlled by such entities from time to time.   |
| “保证方”<br>“Warrantor” or “Warrantors” | 指集团公司、出售方与管理层股东的单称或合称。<br>means the Group Companies, Seller and Management Shareholders, both individually and collectively.   |
| “交易文件”<br>“Transaction Documents”    | 指本协议以及为完成本次交易而签署或与本次交易相关的各类协议、契据或法律文件，包括但不限于目标公司股份转让文件（如Instrument of Transfer等类似文件）以及任何集团公司因本次交易而修订的章程等。<br>means this Agreement and other agreements, deeds or legal instruments executed for or related to this Transaction, including but not limited to the Target Company’s share transfer documents (such as the Instrument of Transfer and other similar documents) and the Memorandum and Articles of Association amended by any Group Companies due to this Transaction. |



**“权利负担” “Encumbrance”**

指在特定财产上设定的任何担保权益、质押、抵押、留置（包括但不限于撤销权和代位权）、租赁、许可、债务负担、优先安排、请求权、权利限制、主张、索赔、冻结、查封、拍卖、强制执行、转让或者购买承诺、限制性承诺、条件或任何种类的限制，包括但不限于对使用、表决、转让、收益或对其他行使所有权的任何权益的任何限制。  
means any security interest, pledge, mortgage, lien (including but not limited to right of rescission and right of subrogation), lease, license, debt, preferential arrangement, claim, restriction, argument, demand, freezing, sequestration, auction, enforcement, transfer or purchase commitment, restrictive covenant, condition or restriction of any kind (including but not limited to any restriction on the use, voting, transfer, proceeds or any other interest in the exercise of ownership) in respect of particular asset.

**“税金” “Taxes”**

指任何全国性的或地方性的所得税（包括但不限于个人所得税、企业所得税）、利得税、消费税、营业税、增值税、关税、印花税、物业税、薪俸税，或与社会保险相关费用，或行政性收费，或其他种类或性质的税款或支付义务。  
means any national or municipal income tax (including but not limited to individual income tax and enterprise income tax), profits tax, consumption tax, business tax, value-added tax, customs duties, stamp duty, property tax, salary tax, social security fees or administrative charge or other kind or nature of tax or payment obligations.

**“香港” “Hong Kong”**

指中国香港特别行政区。 means the Hong Kong Special Administrative Region of the People’s Republic of China.

**“美元” “USD” “Dollars”, “\$” or “USD”**

指美国的法定货币。 means the legal currency of USA.

“政府部门”  
“Governmental Authorities”

指任何司法区域的全国的、联邦的、省级的、州的或地方的行政、司法、立法机构以及其它得到授权行使行政、司法或立法职权的主体。

means national, federal, provincial, state or local executive, judicial, legislative, or other body empowered to exercise executive, judicial, or legislative authority in any jurisdiction.

“知识产权”  
“Intellectual Property”

指产生于或关于下述各项的在世界范围内的所有权利，无论其是基于中国法律还是其他外国法域法律而被保护、创造或产生的：(i)发明，无论是否可以授予专利权、是否实际使用或是否申请专利；(ii)专利、专利申请、发明登记或其任何改进；(iii)商标、服务标记、商业外观、图标、商号、企业名称或商誉，无论是否登记；(iv)版权或著作权、著作权登记或著作权登记申请；(v)软件；(vi)商业秘密、商业信息（无论是否保密）、专有技术或非专利技术；(vii)工业设计，无论是否登记；(viii)数据库和数据；(ix)域名；(x)上述任何一项的任何形式的载体；(xi)任何取得或申请专利权或注册商标权、著作权和域名的权利；(xii)就上述任何一项的侵权或滥用主张损害赔偿、费用或律师费的权利。

means all rights worldwide arising out of or in connection with the following, whether protected, created or arising under the PRC Laws or the Laws of other foreign jurisdictions: (i) inventions, whether patentable, actually used or patented; (ii) patents, patent applications, invention registrations or any improvement thereof; (iii) trademarks, service marks, trade dress, icons, trade names, business names or goodwill, whether registered or not; (iv) copyrights, copyright registrations or applications for copyright registration; (v) software; (vi) trade secrets, business information (whether confidential or not), know-how or non-patented technology; (vii) industrial design, whether registered or not; (viii) databases and data; (ix) domain names; (x) any form of media of the above; (xi) any right to obtain or apply for patent rights or registered trademark rights, copyrights and domain names; (xii) the right to claim damages, costs or attorneys' fees for infringement or abuse of any of the above.

“重大不利影响”

“Material Adverse Effect”

指下述涉及集团公司主营业务或集团公司的任何情况、变更或影响：该情况、变更或影响(i)对集团公司的存续、业务、资产、知识产权、负债（包括但不限于或有责任）、财务状况、经营业绩、经营前景或财务状况造成、或有充分证据显示可能造成严重不利影响，导致集团公司及/或集团公司资产损失超过任一财务年度净资产绝对值的10%；或(ii)对集团公司经营目前业务的资质、牌照或能力产生、或有充分证据显示可能产生严重不利影响；或(iii)妨碍除收购方外的其他各方履行本协议义务、影响本协议的有效性、合法性及阻碍履行可能性的情形；或(iv)可能对收购方在本协议项下的权利的行使构成实质性障碍。

means any of the following circumstances, changes or effect involving the Group Companies or their Main Business: such circumstances, changes or effect (i) cause, or based on sufficient evidence, may cause serious adverse effects on the existence, business, assets, Intellectual Property rights, liabilities (including but not limited to contingent liabilities), financial condition, operating performance, business prospects or financial condition of the Group Companies, resulting in the loss of the Group Companies and / or their assets exceeding 10% of the absolute net assets in any financial year; (ii) cause, or based on sufficient evidence, may cause serious adverse effects on the qualification, license or ability of the Group Companies to operate the current business; (iii) prevent other Parties other than the Buyer from performing their obligations under this Agreement, affect the validity and legality of this Agreement or hinder the possibility of performance; or (iv) may constitute material obstacles for the exercise of the Buyer's rights under this Agreement.

“中国”

“PRC” or “China”

指中华人民共和国，仅为本协议之目的，不包括香港、澳门和台湾。

means the People's Republic of China, which, for the purposes of this Agreement, shall exclude Hong Kong, Macau and Taiwan.

|                                    |   |
|------------------------------------|---|
| “人民币”或“RMB”<br>“Renminbi” or “RMB” | 指中国的法定货币。<br>means the legal currency of PRC.   |
| “主体”<br>“Person”                   | 指任何个人、合伙、有限责任公司、股份有限公司、企业、协会、信托、合作组织、非公司组织或其他合法实体。<br>means any individual, partnership, limited liability company, company limited by shares, enterprise, association, trust, cooperative organization, non-corporate organization or other legal entity.  |
| “外管局”<br>“SAFE”                    | 指国家外汇管理局。<br>means State Administration of Foreign Exchange on Foreign Exchange Administration of the PRC.  |
| “美国证券法”<br>“U.S. Securities Laws”  | 指美国《1933年证券法》及其修订、《1934年证券交易法》及其修订以及美国多个州的各类证券法和“蓝天法案”的合称。<br>means the collective reference to the federal Securities Act of 1933, as amended, the federal Securities and Exchange Act of 1934, as amended and the various securities or “blue sky” laws of the several states of the United States. |

## 1.2 解释规则

### Rules of Interpretation

1.2.1 本协议中使用的“协议中”、“协议内”、“协议下”等语句及类似引用语，其所指应为本协议的全部而非本协议的任何特定条款。

The terms “herein”, “hereof”, “hereunder” and similar references used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

### 1.2.2

提及本协议时包括不时以任何方式修改的、变更的、补充的、替代的和/或重述的本协议和其附件和附录。本协议的附件和附录为本协议的一个组成部分。除非本协议上下文另有规定，对章节、段落、条款和附件或附录的提及应作为对本协议该等部分的提及。如果本协议附件或附录与本协议附件或附录外的其他部分有任何冲突，本协议的其他部分应优先适用。

References to this Agreement shall include this Agreement and its Schedules and Exhibits as may be amended, varied, supplemented, replaced and/or restated from time to time. The Schedules and Exhibits to this Agreement are an integral part of this Agreement. Unless the context otherwise requires, references to sections, paragraphs, articles and Schedules or Exhibits are references to such parts of this Agreement. In the event of any conflict between a Schedule or Exhibit to this Agreement and the other parts of this Agreement, the other parts of this Agreement shall prevail.

1.2.3 本协议中所称的“不低于”、“不少于”、“不超过”或“不高于”或类似表述包括本数；所称的“不足”、“以外”、“低于”或“超过”或类似表述不包括本数。

Under this Agreement, the terms “no less than”, “no lower than”, “no more than”, “no higher than” or similar expressions shall include the number concerned; and the terms “less than”, “lower than”, “more than”, “higher than” or similar expressions do not include the number concerned.

## 第2条 本次交易

### Article 2 THIS TRANSACTION

#### 2.1 目标股权转让

##### Transfer of Target Shares

##### 2.1.1

根据本协议的约定，在本协议第4条约定的交割先决条件均得到满足或被收购方豁免的前提下，收购方将购买出售方持有的目标公司50,000股已发行股份（对应目标公司100%的股权，“**目标股权**”）以及目标股权附带的各项权利、权益以及出资（“**本次交易**”）。本次交易完成后，目标公司将成为收购方的全资子公司，收购方将通过持有目标股权及目标公司控制其他所有集团公司（包括目标公司的各级直接或间接子公司，以及通过控制协议所控制的大合手）。

In accordance with this Agreement and subject to the satisfaction or waiver by the Buyer of all the Conditions Precedent to Closing set forth in Article 4 hereunder, the Buyer will purchase 50,000 outstanding shares of the Target Company, (representing 100% of the equity interests of the Target Company, the “**Target Shares**”) from the Seller together with all rights, interests and capital contributions accompanied with the Target Shares (this “**Transaction**”). Upon the consummation of this Transaction, the Target Company will become a wholly-owned subsidiary of Buyer, and Buyer will control, through its ownership of the Target Shares and the Target Company, all other Group Companies including the Target Company’s direct and indirect subsidiaries at various levels and Daheshou (controlled through the Control Agreements).

2.1.2 保证方共同并连带地陈述、保证、承诺并确认，出售方向收购方转让的目标股权上不存在任何权利负担。

The Warrantors jointly and severally represent, warrant, covenant and confirm that the Target Shares to be transferred by the Seller to the Buyer is free from any Encumbrance.

#### 2.2 交易价款

##### Transaction Price

作为本次交易中收购方收购目标股权的全部及公允的对价，收购方应向出售方支付等额于USD12,000,000（“**交易总对价**”）。

As the total and fair consideration for the Buyer’s acquisition of the Target Shares under this Transaction, the Buyer shall pay the Seller an amount equivalent to Twelve Million Dollars (USD12,000,000) (the “**Total Transaction Consideration**”).

## 2.3 交易价款的支付

### Payment of Transaction Price

除收购方另行书面同意外，收购方向出售方支付的交易总对价将按照以下方式支付：

Unless otherwise agreed in writing by the Buyer, the Total Transaction Consideration payable by the Buyer to the Seller shall be paid by the following manners:

- (1) 现金支付。交易总对价中的壹佰伍拾万美元（USD \$1,500,000）以现金方式由收购方支付到出售方指定的银行账户；  
Payment in Cash. One Million Five Hundred Thousand Dollars (USD \$1,500,000) of the Total Transaction Consideration shall be paid in cash by the Buyer to the bank account designated by the Seller;
- (2) 现金与期票支付。基于收购方的单方判断，交易总对价中不超过49%的部分将由收购方通过现金和期票的方式进行组合支付，其中期票项下的本金金额应为叁佰伍拾万美元（USD \$3,500,000），且该等款项在现金和期票之间的分配应由收购方单方决定。为免疑义，期票的格式与内容应与本协议附件一保持一致（包括但不限于基于未偿还本金的6%/年的单利、不少于2年的偿还期限、每6个月一次的清偿安排以及无罚息或溢价的提请还款权利）；  
Combination of Cash and Promissory Note. At the sole discretion of the Buyer, up to 49% of the Total Transaction Consideration may be paid by the Buyer through a combination of cash and a promissory note. The promissory note shall be in a principal amount of USD Three Million Five Hundred Thousand Dollars (\$3,500,000). The allocation of such payment as between cash and the promissory note shall be determined solely by the Buyer. For the avoidance of doubt, the promissory note shall be in the form and content as set forth in Schedule I hereto (including but not limited to the 6% annual simple interest rate on outstanding principal, the maturity of no less than 2 years, the repayment of outstanding principal and accrued interest every six months and the right to make early repayments without penalties or premium);
- (3) 收购方股份。根据执行日在纳斯达克资本市场上市的收购方普通股每股收盘价2.27 美元，交易总对价的剩余部分USD7,000,000将由收购方按照收购方向出售方定向增发3,083,700股收购方普通股的形式进行支付（“收购方股份”）。定向增发数额按照以下公式进行计算：

定向增发股份数额=

$$\text{定向增发股份数额} = \frac{\text{交易总对价} - \text{收购方根据第(1)项以及第(2)项支付的价款}}{\text{收购方股份于执行日的每股收市价格}}$$

Buyer Shares. Based on the closing price per share of Buyer's Ordinary Shares as listed on the Nasdaq Capital Market on the Execution Date of USD\$2.27, the USD Seven Million Dollars (USD\$7,000,000), the balance of the Total Transaction Consideration shall be paid by issuing 3,083,700 Buyer's Ordinary Shares to the Seller (the "**Buyer Shares**"). The amount of issued Buyer Shares shall be calculated based on the following formula:

$$\text{Amount of issued Buyer Shares} = \frac{\text{Total Transaction Consideration minus price paid by Buyer based on (1)\&(2)}}{\text{closing price per share of Buyer's Ordinary Shares on the Execution Date}}$$

### 第3条 交割 Article 3 CLOSING

3.1

在遵守本协议各项条款和条件的前提下，本次交易应于本协议第4.1条所述的交割先决条件满足或经收购方以书面形式豁免之日完成交割（“交割”）。收购方自交割日起取得目标股权的全部权利、权益及出资，包括但不限于目标股权的所有权和任何与之相关的或源于该所有权的权利和利益。

Subject to the terms and conditions of this Agreement, the closing of this Transaction (the "**Closing**") shall take place on the date of satisfaction or written waiver by the Buyer of the Conditions Precedent to Closing set forth in Article 4.1 hereof. Upon the Closing Date, the Buyer acquires all rights, interests and capital contributions to the Target Shares, including but not limited to the ownership of the Target Shares and any rights or interests in connection therewith or deriving from such ownership.

3.2 收购方应当：

The Buyer shall:

- (1) 于交割日后三十 (30) 个工作日内根据第2.3条 (1) 与 (2) 项的规定向出售方支付现金和/或出具期票；  
Pay in cash and/or issue promissory note to the Seller in accordance with Article 2.3 (1) and (2) within thirty (30) Business Days after the Closing Date;
- (2) 如前述现金和/或期票不足以支付全部交易总对价的，收购方应在适用法律、上市监管要求以及交易所规则许可的范围内根据第2.3条 (3) 项的规定向出售方发行对应数额的收购方股份。在完成收购方股份发行后，收购方应将出售方获得的收购方股份登记在出售方名下，并提交一份显示出售方已适当持有相应数量的收购方股份的股份证书。在出售方根据本协议取得代表收购方股份权益的股份证书后180日（“禁售期”）内，出售方和/或其关联方不得出售、转让、抵押、出让或以其他方式处置收购方股份。禁售期届满后，出售方有权根据本协议出售、转让或以其他方式处置收购方股份，但须遵守适用法律以及证券交易规则（包括但不限于内幕交易相关的法规和规则）。

In the event that such cash and/or promissory notes do not fully cover the Total Transaction Consideration, the Buyer shall, to the extent permitted by applicable Laws, regulatory requirements for listing and rules of the relevant stock exchange, issue the corresponding number of Buyer Shares to the Seller in accordance with Article 2.3 (3). After completion of the issuance of the Buyer Shares, the Buyer shall cooperate to register the Buyer Shares acquired by the Seller under the name of the Seller and deliver a share certificate to the Seller, showing that the relevant number of Buyer Shares has been properly held by the Seller. Neither the Seller nor any Affiliate of the Seller shall sell, transfer, hypothecate, assign or otherwise dispose of the Buyer Shares until 180 days after the Seller receives the share certificate representing the Buyer Shares pursuant to this Agreement (the “**Lock-Up Period**”). After the expiration of the Lock-Up Period, the Seller shall be entitled to sell, transfer or otherwise dispose of the Buyer Shares pursuant to this Agreement, subject to applicable Laws and stock exchange rules (including but not limited to regulations and rules related to insider trading).

3.3 出售方应，且应促使集团公司于交割日或之前向收购方提交以下文件：

The Seller shall, and shall procure the Group Companies to deliver the following documents to the Buyer on or prior to the Closing Date:

- (1) 经各方（除收购方外）适当签署并生效的所有交易文件，包括但不限于本协议、目标公司经修订和重述的章程（Memorandum and Articles of Association）及其他附属文件；  
All Transaction Documents duly executed and validated by the Parties (other than the Buyer), including but not limited to this Agreement, the Amended and Restated Memorandum and Articles of Association of the Target Company and other ancillary documents;
- (2) 集团公司的权力机构就批准本次交易作出的格式和内容令收购方满意的书面决议或决定；  
The written resolutions or decisions made by the organs of authority of the Group Companies approving this Transaction in the form and content satisfactory to Buyer;
- (3) 目标公司出具的将收购方登记为唯一股东的股东名册（Register of Member），该股东名册应为目标公司的注册代理核证为真实和准确的副本；  
A copy of the Register of Member issued by the Target Company, certified by the registered agent of the Target Company as the true and accurate copy of the original, demonstrating that the Buyer is the sole shareholder of the Target Company;
- (4) 经收购方认可的目标公司和/或其他集团公司（如收购方要求）更新后的董事名册（Register of Directors），该董事名册应为目标公司和/或其他集团公司的注册代理核证为真实和准确的副本；  
A copy of the updated Register of Directors of the Target Company and/or other Group Companies (if required by the Buyer) to the satisfaction of the Buyer, certified by the registered agent of the Target Company and/or other Group Companies as the true and accurate copies of the originals.



(5) 目标公司出具的经正式签署并加盖钢印的证明目标股权权益的股份证书 (Share Certificate), 显示收购方作为登记持有人及受益所有人已持有全部目标股权; 该股份证书应为目标公司的注册代理核证为真实和准确的副本, 股份证书的原件应于交割日后十 (10) 个工作日内交付给收购方;  
A copy of the share certificate evidencing the Target Shares duly executed and sealed by the Target Company, certified by the registered agent of the Target Company as the true and accurate copy of the original, demonstrating that the Buyer is the record and beneficial owner of all of the Target Shares and holds all of the Target Shares, with the original share certificate delivered to the Buyer within ten (10) Business Days after the Closing Date.

(6) 为完成交割而应由出售方和/或集团公司准备及提供的其他文件 (包括但不限于股权购买契据 (Instrument of Transfer) )。  
Other documents required to be prepared and provided by the Seller and/or the Group Companies for the completion of the Closing (including but not limited to the Instrument of Transfer).

3.4 自本协议签署日起至交割日, 各方应尽最大努力促使本次交易按照本协议的条款和条件完成交割。  
From the Execution Date to the Closing Date, the Parties shall use best effort to procure the Closing of this Transaction in accordance with the terms and conditions of this Agreement.

#### 第4条 交割先决条件

#### Article 4

#### CONDITION PRECEDENT TO CLOSING

#### 4.1 交割先决条件

#### Condition Precedent to Closing

收购方按照本协议第3.1条的规定完成交割应当以下列条件 (“**交割先决条件**”) 全部满足或被收购方自行决定事先书面豁免为前提:  
The consummation of the Closing by the Buyer in accordance with Article 3.1 hereof shall be conditional upon the satisfaction, or prior written waiver by the Buyer at its sole discretion, of all of the following conditions (the “**Condition Precedent to Closing**”):

- (1) 保证方已经签署并向收购方交付了所有交易文件。  
The Warrantors have duly executed and delivered to the Buyer, all the Transaction Documents.
- (2) 收购方已经收到本协议第3.3条所述的为收购方所合理满意的全部交割文件。  
The Buyer has received all of the closing deliveries as set forth in Article 3.3 hereof reasonably satisfactory to the Buyer.

- (3) 不存在任何已生效的法律、上市监管要求、交易所规则或任何协议、合同或法律文件禁止或者限制交割的完成。  
The consummation of the Closing is not prohibited or restricted by any Laws in effect, regulatory requirements for listed companies, rules of any stock exchange or any agreements, contracts or legal instruments.
- (4) 不存在任何会对交割或对本次交易合法性，或对集团公司的资产、财务、经营或处境产生重大不利影响的任何情形，包括但不限于任何诉讼、仲裁、行政处罚或涉及的相关方所知的调查或其他争议程序，并且没有证据表明会发生可能造成重大不利影响的该等事件。  
No circumstances occurred, including but not limited to any litigation, arbitration, administrative penalty or investigation or other proceedings to the knowledge of the relevant Parties, which would have Material Adverse Effect on the Closing or the legality of this Transaction or the assets, finance, operation or condition of the Group Companies, and there is no evidence to indicate that any such events may occur which could have Material Adverse Effect.
- (5) 本协议第5.1条项下所作出的陈述与保证在本协议签署日（包括本协议签署日）至交割日（包括交割日）均保持真实、准确、完整且不具误导性。  
The representations and warranties contained in Article 5.1 hereof are true, accurate, complete and not misleading when made on and as of the Execution Date (inclusive) and are true, accurate, complete and not misleading on and as of the Closing Date (inclusive) with the same force and effect as if they were made on and as of such date.
- (6) 保证方已经按照法律规定为签署交易文件和完成本次交易取得了交割前所必须的所有政府部门、上市监管机关或证券交易所的审批、登记和备案手续（如需）并获得第三方的同意或豁免（如需）。  
The Warrantors have, prior to the Closing and in accordance with the applicable Laws, obtained or fulfilled any and all approvals, registrations or filings (if applicable) from any Governmental Authorities, regulatory bodies for listing or stock exchange, and the consents and waivers from any third parties (if applicable) necessary in respect of the execution of the Transaction Documents and consummation of the Transaction contemplated hereunder.
- (7) 本协议各方（除收购方外）均已经在所有重大方面履行或遵守了其在本协议项下应当于交割日当天或之前予以履行或遵守的承诺、义务和约定。  
The Parties hereto (other than the Buyer) have duly performed or complied in all material respects with the covenants, obligations and undertakings under this Agreement required to be performed or complied with on or prior to the Closing Date.

- (8) 收购方已经取得其董事会、股东会、投资委员会或类似投资决策机关关于其进行本次交易的审批、登记和批准并完成相关公告、披露手续（如需）。  
The Buyer has obtained the approval, registration and permits from its board of directors, shareholders' meeting, investment committee or other bodies of similar nature in connection with this Transaction and has completed the relevant announcement and disclosure procedures (if applicable).
- (9) 收购方对集团公司的法律、业务和财务等方面的尽职调查已经完成，并且尽职调查结果令收购方合理满意，尽职调查中发现的问题已经按照收购方要求适当解决或者确定了经收购方认可的解决方案。  
The Buyer has completed the legal, financial and business due diligence on the Group Companies to the satisfaction of the Buyer and the issues discovered under the due diligence have been properly settled in accordance with the requirements of the Buyer or a solution acceptable to the Buyer has been determined.
- (10) 管理层股东以及集团公司的全部核心员工已经与集团公司签署格式及内容令收购方满意的劳动合同（包含保密、知识产权保护及竞业限制义务）。  
The Management Shareholders and all Key Employees of the Group Companies have entered into employment contracts (containing the obligations of confidentiality, protection of Intellectual Properties and non-competition) in the form and content satisfactory to the Buyer.
- (11) 保证方已向收购方签署出具一份格式和内容令收购方满意的《交割证明》，确认本协议第4.1条项下的所有交割先决条件已经满足。  
The Warrantors have executed and delivered to the Buyer a closing certificate stating that all Condition Precedents to Closing specified in Article 4.1 of this Agreement have been satisfied.

如果收购方基于各保证人的承诺而书面豁免了任何交割先决条件，该等承诺事项应作为各保证人于交割后须及时履行的义务，由各保证人在收购方指定的时间期限内履行该等承诺事项。

If the Buyer waives in writing any Condition Precedent to Closing in reliance upon the covenants of the Warrantors, such covenants shall be promptly performed by the Warrantors after the Closing within the time period designated by the Buyer.

#### 4.2 交割先决条件未满足

Non-satisfaction of the Condition Precedent to Closing

除收购方外的其他各方应确保所有交割先决条件尽快得到满足，且在任何情况下不迟于本协议签署后90个工作日内（“交割截止日”）。如有任何交割先决条件未能在交割截止日之前得到满足或被收购方书面豁免（视情形而定），则收购方有权单方面解除本协议或延展交割截止日至收购方同意的日期。

The Parties (other than the Buyer) shall ensure that all Condition Precedents to Closing be satisfied as soon as possible but in no event later than 90 Business Days upon the execution of this Agreement (the “**Long Stop Date**”). If any of the Condition Precedents to Closing are not satisfied or waived by the Buyer in writing (as the case may be) prior to the Long Stop Date, the Buyer shall be entitled to either terminate this Agreement or extend the Long Stop Date to a date agreed to by the Buyer.

**第5条 陈述和保证**  
**Article 5 REPRESENTATIONS AND WARRANTIES**

5.1 保证方的陈述和保证

Representations and Warranties of the Warrantors

自本协议签署日（包括本协议签署日）至交割日（除非某一特定陈述和保证明确仅针对特定时点作出），保证方分别且连带地向收购方做出如下陈述和保证，并确认收购方对本协议及其他交易文件的签署和履行依赖于该等陈述与保证在所有方面的真实、准确和完整，如果违反了任何一项陈述与保证，各保证方应对因此给收购方导致的任何直接或间接的损失承担连带赔偿责任。

From the Execution Date (inclusive) to the Closing Date (unless a particular representation or warranty is expressly made with respect to a specific date), the Warrantors jointly and severally represent and warrant to the Buyer and confirm that the Buyer has entered into and performed this Agreement and other Transaction Documents in reliance upon such representations and warranties being true, accurate and complete in all respects. In the event of any breach of any of the representations and warranties, the Warrantors shall bear joint and several liability for any direct or indirect losses suffered by the Buyer as a result thereof.

5.1.1 出售方以及各集团公司均系根据其设立地法律合法设立和有效存续的公司，且各集团公司的注册资本或已发行股份已经按照其各自公司章程的规定全额缴纳及支付。

Each of the Seller and the Group Company is a company duly incorporated and validly existing under the Laws of the jurisdiction of its incorporation, and the registered capital or issued shares of the Group Companies have been fully paid and contributed in accordance with the respective Memorandum and Articles of Association.

5.1.2 于本协议签署日，集团公司（不包括大合手）的股权结构与本协议附录二第一部分描述一致；于交割日，集团公司（不包括大合手）的股权结构与本协议附录二第二部分描述一致。

As of the Execution Date of this Agreement, the shareholding structures of the Group Companies (other than Daheshou) are consistent with the descriptions in Part (1) of Exhibit 2 hereto; as of the Closing Date, the shareholding structures of the Group Companies (other than Daheshou) are consistent with the descriptions in Part (2) of Exhibit 2 hereto.

- 5.1.3 各保证方根据适用的法律具备民事权利能力和民事行为能力签署本协议以及其作为一方的其他交易文件和履行交易文件下的义务。  
Each Warrantor has full capacity for civil rights and civil conducts in accordance with applicable Laws to enter into this Agreement and other Transaction Documents to which it is a party, and perform its obligations thereunder.
- 5.1.4 各保证方已于交割日前有效签署本协议以及其作为一方的其他应于相关交割日前签署的交易文件。各保证方已经就其签署、交付和履行上述文件及履行其项下的权利和义务取得所需的一切的授权、许可和批准（包括但不限于公司内部授权）。各保证方能够合法订立本协议、其作为一方的其他交易文件及履行其在交易文件项下的义务。各保证方在本协议及其他交易文件项下的义务及责任合法、有效且可被强制执行。  
Each Warrantor has validly executed this Agreement and other Transaction Documents to which it is a Party that are required to be executed prior to the Closing Date. Each Warrantor has obtained all authorizations, permits and approvals (including but not limited to internal corporate authorizations) necessary for its execution, delivery and performance of the foregoing and its performance of rights and obligations hereunder and thereunder. Each Warrantor is capable to enter into this Agreement and other Transaction Documents to which it is a Party, and perform its obligations hereunder and thereunder. The obligations and liabilities of each Warrantor under this Agreement and other Transaction Documents to which it is a Party are legitimate, valid and enforceable.
- 5.1.5 各保证方签署、交付和履行本协议、其作为一方的其他交易文件及交易文件项下的权利义务，不会违反对其适用的法律；不会违反保证方的章程或其他组织文件；不会违反对其有约束力或适用的法院判决、裁定、仲裁庭裁决、行政决定、命令；不会违反保证方为签约一方的任何文件、合同或协议，或对其或其资产具有约束力的任何文件、合同或协议；不会导致违反任何保证方取得和维持相应业务资质（定义见下文）的任何条件；不会导致向保证方所获得的任何业务资质被终止、被撤销或附加条件。  
The execution, delivery and performance by each Warrantor of this Agreement and other Transaction Documents to which it is a Party and their respective rights and obligations thereunder will not violate the applicable Laws or the Memorandum and Articles of Association or other constitutional documents of the Warrantors or any judgments, rulings, arbitration awards, administrative decisions or orders binding upon or applicable to it or any documents, contracts or agreements to which it is a Party, or binding upon it or its assets, or result in any violation of any condition for obtaining and maintenance of relevant Business Qualifications (as defined below) by any of the Warrantors, or result in the termination, cancellation or imposition of additional conditions on any Business Qualification obtained by it.

5.1.6 集团公司根据适用的法律拥有从事其主营业务所需要的全部政府部门和第三方许可、资质、批复、证书、批准、执照、备案和登记（包括但不限于对外贸易经营者备案登记、第二类医疗器械经营备案等，合称“**业务资质**”）。该等业务资质都具有完全的效力和约束力，合格通过了就该等业务资质所要求进行的年检、更新、续期、年审等各种程序，不存在任何可能导致该等业务资质被撤销、被吊销、被限制、无法续期或失效的情形。集团公司一直遵守该等业务资质的规定，没有在任何方面存在违反该业务资质的事项，从未收到任何政府部门的书面或口头通知，告知其违反了任何该等业务资质项下的任何规定。集团公司从未从事任何无适当业务资质的经营活动。

The Group Companies have obtained all permits, qualifications, official consent, certificates, approvals, licenses, filings and registrations (including but not limited to the Record Filing and Registration of Foreign Trade Business Operators and Filing of Operation of Category II Medical Devices, collectively, the “**Business Qualifications**”) from Governmental Authorities and any third party necessary for the operation of the Main Business in accordance with applicable Laws. Such Business Qualifications are fully valid and binding and have duly passed the required annual inspection, renewal, annual review and other procedures with respect to such Business Qualifications without any circumstances which may cause such Business Qualifications to be cancelled, revoked, restricted, non-renewal or invalid have occurred. The Group Companies have been in compliance with the rules regarding such Business Qualifications and have not breached any rules regarding such Business Qualifications in any respect, and have not received any written or oral notice from any Governmental Authorities that it has breached any rules regarding such Business Qualifications. The Group Companies have never engaged in any business activity without obtaining the appropriate Business Qualifications.

5.1.7 除控制协议所涉及的股权质押之外，集团公司的股权之上未设定任何抵押、质押或其他权利负担。于交割前，集团公司各自的股东对其持有的相应股权具有完全和排他的所有权和处分权，不存在任何权利负担、委托持股、信托持股或其他类似安排。在集团公司的任何股权和股份上不存在任何优先认购权、可转换证券、股权激励、股权奖励或其他未行使的权利、增发股权承诺，从而使各自股东承担或可能承担出售或增加相关公司的任何注册资本或股本的义务。集团公司的股权不存在任何现有或潜在的法律纠纷或争议。集团公司的现有股东之间或其与第三方并无签订或达成任何关于集团公司股权或股东权利的法律文件。

Except for the equity pledge under the Control Agreements, there is no mortgage, pledge or other Encumbrance over the shares of the Group Companies. Prior to the Closing, the respective shareholders of the Group Companies have complete and exclusive ownership of, and right to dispose of their shares, and there is no Encumbrance, shareholding entrustment, trust or other similar arrangement on their shares. There are no pre-emptive rights, convertible securities, equity incentives, equity awards or other outstanding rights or commitments to issue shares over any shares of the Group Companies, whereby the respective shareholders are or may be obligated to sell or increase any registered capital or equity shares of the relevant Group Company. The shares of the Group Companies are not subject to any existing or potential legal controversies or disputes. The existing shareholders of Group Companies have not entered into or concluded any legal instruments with each other or with any third party in respect of the equity shares or shareholder rights of any Group Company.

5.1.8 集团公司不是任何合伙企业的成员（亦未通过任何合伙企业从事业务的任何部分），集团公司亦未参与任何合资企业或类似安排，或在任何对外投资中承担无限责任。集团公司未在任何公司、企业、合伙企业、合资企业或其他实体中拥有任何直接或间接股权或其他投资权益、或者购买任何股权或其他权益的任何权利，包括登记在册的股权或实益拥有的权益。目标公司无分支机构，且除香港公司、WFOE和大合手外，目标公司没有直接或间接地拥有任何实体（指任何企业、商行、公司、有限责任公司、合伙组织、信托、团体、合营企业、组织、政府机关或其他任何种类的实体）的股份、股权或者其他权益，或者有任何其他投资或投资承诺。除大合手外，管理层股东没有直接或间接地拥有任何与大合手存在同业竞争的实体（指任何企业、商行、公司、有限责任公司、合伙组织、信托、团体、合营企业、组织、政府机关或其他任何种类的实体）的股份、股权或者其他权益，或者有任何其他投资或投资承诺。

The Group Companies are not members of any partnership (or engage in any part of the business through any partnership), nor are the Group Companies engage in any joint venture or similar arrangement or commit to unlimited liability in any outbound investment. The Group Companies do not directly or indirectly own any shares or other investment interests or any rights to acquire any shares or other investment interests, either the registered equity interests or beneficially-owned interests, in any companies, corporations, partnerships, joint ventures or other entities. The Target Company has no branches and except for the HK Company, the WFOE and Daheshou, the Target Company does not directly or indirectly hold shares or other interests in any entities (including any enterprises, firms, corporations, limited liability companies, partnerships, trusts, associations, joint ventures, organizations, governmental departments or any other kind of entities) or conduct any other investments or investment commitments in the foregoing. Except for Daheshou, the Management Shareholders do not directly or indirectly hold any shares, equity interests or other rights and interests in any other entities (including any enterprises, firms, corporations, limited liability companies, partnerships, trusts, associations, joint ventures, organizations, governmental departments or any other kind of entities) that competes with Daheshou or conduct any other investments or investment commitments in the foregoing.

5.19 集团公司的账簿齐全、记录完备。出售方和集团公司已经向收购方提供大合手截至【2021】年【12】月【31】日（“**财务报表截止日**”）的未经审计的财务报表（“**财务报表**”），财务报表采用中国通用会计准则来编制，包含大合手所有相关和实质的财务信息。财务报表在其各自的日期所披露的大合手的财务信息在各方面均是真实、准确和完整的，不存在任何虚假成分或误导性陈述，并且符合中国通用会计准则。大合手没有任何对其财务状况有重大影响的未记录在案的资金、资产或负债或任何账外费用或支出，并且所有股东出资和公积金的累积和/或使用都在该财务报表中得到了完全和适当的反映。财务报表中所包含的资产负债表（“**负债表**”）包括了对截至财务报表截止日止的大合手所有已经发生和合理预见将要发生的贷款、债务、负债、担保和其他或有债务的完整且准确的描述。负债表已按照中国通用会计准则编制并反映了大合手的真实债务情况。大合手不存在任何依据中国通用会计准则应反映于负债表但尚未反映的或有负债，未担任各出售方或任何其他第三方的任何债务或责任的担保人、赔偿人、保证人或其它义务人。从财务报表截止日至交割日，大合手均不存在任何贷款、债务、负债、担保或其他或有债务。保证方无任何理由认为收购方审计师在交割日之后根据美国通用会计准则将无法对财务报表进行审计。

The accounting books and records of the Group Companies are complete. The Seller and the Group Companies have provided the Buyer with the unaudited financial statements as of [31 December 2021] (the “**Cut-off Date**”) (the “**Financial Statements**”). The Financial Statements have been prepared in accordance with the PRC Generally Accepted Accounting Principles (the “**PRC GAAP**”) and contain all relevant and material financial information of Daheshou. The financial information of Daheshou disclosed in the Financial Statements as of their respective dates is true, accurate and complete in all respects, does not contain any false or misleading statements, and is in conformity with the PRC GAAP. Daheshou does not have any unrecorded funds, assets or liabilities or any off-balance-sheet costs or expenses which have a material effect on its financial condition, and the accumulation and/or use of all shareholder contributions and reserve funds have been fully and properly reflected in the Financial Statements. The balance sheet included in the Financial Statements (the “**Balance Sheet**”) includes a complete and accurate description of all loans, debts, liabilities, guarantees and other contingent obligations of Daheshou which have incurred, or are reasonably expected to occur as of the Cut-off Date. The Balance Sheet has been prepared in accordance with the PRC GAAP and reflects the true liabilities of Daheshou. Daheshou does not have any contingent liabilities which should be reflected on the Balance Sheet in accordance with the PRC GAAP but have not been so reflected, nor is a guarantor, indemnitor, guarantor or other obligor for any debt or liability of the Seller or any other third party. From the Cut-off Date to the Closing Date, Daheshou is not subject to any loans, debts, liabilities, guarantees or other contingent liabilities. The Warrantors have no reason to believe that the Financial Statements cannot be audited by the Buyer’s auditor following the Closing Date in accordance with USA GAAP.

5.1.10 除本协议所规定的本次交易以外，集团公司自设立之后并未发生以下任一情况：

Other than this Transaction hereunder, since the establishment of the Group Companies, none of the following circumstances has occurred:

- (1) 任何在非正常营业过程中产生、且会引起重大不利影响的资产、负债、财务条件或经营结果的变化；  
Any change in their assets, liabilities, financial conditions or results of operations which may cause Material Adverse Effect other than those in the ordinary course of business;

- (2) 任何会对其引起重大不利影响的损害、损失，不论是否经过投保；  
Any damage or loss, whether covered by insurance or not, that may cause Material Adverse Effect on them;
- (3) 任何对其有价值的权利或其重要债权的任何放弃或豁免；  
Any waiver or exemption of any valuable rights or material debts;
- (4) 任何对权利负担、权利要求、或权利限制或对其付款义务偿付的清偿、解除，但在正常营业过程中产生、且不会引起重大不利影响的除外；  
Any discharge or release of any Encumbrance, claim or restriction or payment obligations, except for those arising out of the ordinary course of business and may not cause Material Adverse Effect;
- (5) 任何出售、交换或以其他方式处置其任何运营性资产，但不会引起重大不利影响的除外；  
Any sale, exchange or otherwise disposal of any of their operating assets, except for those may not cause Material Adverse Effect;
- (6) 约束或针对其自身或其资产之合同或协议的变更，但在正常营业过程中产生、且不会引起重大不利影响的除外；  
Any change in a contract or agreement by which they or any of their assets are bound, except for those arising out of the ordinary course of business and may not cause Material Adverse Effect;
- (7) 任何有关员工、管理团队、董事、监事或股东的薪酬安排或协议的重大变更；  
Any material change in the compensation arrangement of or agreement with employees, management team, directors, supervisors or shareholders;
- (8) 任何附录三所示的核心员工的辞职或终止与其的劳动关系；  
Any resignation or termination of employment of any Key Employees set forth in Exhibit 3;
- (9) 任何对其任何重要财产、资产的抵押、质押、转让或在其上设置担保、留置或第三方权利，但在正常营业过程中产生、且不会引起重大不利影响的除外；  
Any mortgage, pledge or transfer of, or creation of hypothecation, lien or third party right on any of their material properties or assets, except for those arising out of the ordinary course of business and may not cause Material Adverse Effect;
- (10) 任何向其员工、管理团队、董事、监事或前述人员的关联方支付任何预付款、提供贷款或担保，但支付差旅费以及其他正常经营过程中的费用除外；  
Any advance payment, loan or guarantee to any of their employees, management team, directors, supervisors or Affiliates thereof, except for the payment of travel expenses and other expenses arising in the ordinary course of business;



- (11) 任何对其注册资本或股本的分红、预留、缴资或其它分配，或直接或间接地赎回、购买、收购、增加或减少股本/股权；  
Any dividend, reservation, contribution or other distribution in respect of their registered capital or share capital, or any direct or indirect redemption, purchase, acquisition, increase or reduction of their share capital/equity interest;
- (12) 任何根据合理预期将会引起重大不利影响的资产的出卖或转让；  
Any sale or transfer of any of their assets that may reasonably be expected to cause Material Adverse Effect;
- (13) 任何其他根据合理预期将可能对其导致重大不利影响的不论何种性质的事件或情况；以及  
Any other event or circumstance of whatsoever nature that would reasonably be expected to have a Material Adverse Effect on them; and
- (14) 任何做出如本条所列事项的任何安排或承诺。  
Any arrangement or commitment to conduct any of the foregoing.

5.1.11

集团公司不拥有任何不动产。集团公司就所有使用的不动产均已经合法签订租赁合同，并已向收购方提供真实、完整的租赁合同复印件。所有该等租赁合同均是合法、有效、有约束力及可执行的，集团公司作为租赁合同的一方不存在违约情况。

The Group Companies do not own any real properties. The Group Companies have duly entered into lease agreements with respect to all the real properties used by them, true and complete copies of which have been furnished to Buyer. All such leases are legal, valid, binding and enforceable, and there is no breach of such lease agreements to which any Group Company is a Party.

5.1.12

集团公司合法拥有从事主营业务所必需的所有有形动产（“有形动产”），包括财务报表中反映的全部有形动产，并能够独立自主地经营其有形动产。集团公司对该等有形动产拥有所有权，所有有形动产都不受任何权利负担的限制并且处于可有效使用的良好状态。不存在任何可能影响集团公司合法、完整地拥有或使用其有形动产的合同、协议、承诺、文件或法律、政府规章、政府要求、措施、诉讼或其他法律程序。集团公司使用或利用有形动产进行经营符合适用的法律且不会侵犯任何第三方的权利和权益。

The Group Companies lawfully own all the tangible personal property (the “**Tangible Personal Property**”) necessary for the operation of the Main Business, including all the Tangible Personal Property reflected in the Financial Statements, and are able to independently operate their Tangible Personal Property. The Group Companies have ownership of such Tangible Personal Property, all of which are free from any Encumbrances and in good condition for effective use. There are no contracts, agreements, undertakings, documents or Laws, governmental regulations, governmental requirements, measures, litigations or other legal proceedings that may affect the legal and complete ownership or use of the Tangible Personal Property by the Group Companies. The use or utilization of the Tangible Personal Property by the Group Companies for their operations comply with applicable Laws and do not infringe upon the rights or interests of any third party.

5.1.13 知识产权  
Intellectual Property

(1)

本协议附录四真实、准确和完整地列举了集团公司正在申请中以及已经取得和/或控制的所有知识产权。集团公司合法拥有从事主营业务所必需的所有知识产权的所有权、权益和权利，包括但不限于就该等知识产权提起侵权诉讼的权利，不存在对任何其他方的知识产权或其他权利的冲突或侵权，不受任何权利负担的限制。集团公司运营过程中提供的任何产品或服务没有，且将不会侵犯任何第三方的知识产权或其他权利。

Schedule 4 hereto sets forth a true, accurate and complete list of all the Intellectual Property under application or obtained and/or controlled by the Group Companies. The Group Companies lawfully own the ownership, interests and rights in and to all the Intellectual Property necessary for the operation of the Main Business, including but not limited to the right to sue for infringement thereof, without any conflict with or infringement upon the Intellectual Property or other rights of any other party, free and clear of any Encumbrance. No product or service provided by the Group Companies in the course of business infringes or may infringe upon the Intellectual Property or other rights of any third party.

(2)

保证方并未收到任何声称集团公司侵犯，或基于其运营的业务将会侵犯任何其他方所有的知识产权或其他任何权利的通知。集团公司并未且无必要使用任何员工在受雇于集团公司之前的任何发明。每一位员工均已与集团公司签署将该员工在集团公司工作期间研发的任何知识产权转让给集团公司，并限制披露集团公司保密信息的相关协议；其现在或过去均没有将其发明或成果从其转让给集团公司的发明中排除。集团公司的员工不存在任何违背该等协议规定的行为。

No Warrantor has received any notice alleging that the Group Companies infringe upon, or based on their operation of the business, will infringe upon, the Intellectual Property or any other rights of any other party. The Group Companies have not used, and do not need to use, any inventions of any employee created prior to his or her employment by the Group Companies. Each employee has signed relevant agreement with the Group Companies to transfer to the Group Companies any Intellectual Property developed by such employee during his or her employment with the Group Companies and restricting the disclosure of confidential information of the Group Companies; Such employees do not excluded and has not excluded the inventions or production from the inventions transferred to the Group Companies. None of the employees of the Group Companies is in violation of such agreement.

(3)

不存在集团公司主张任何第三方正在侵犯，或妨碍集团公司的知识产权的未决的法律程序或指控，集团公司没有计划提起该等法律程序或指控。也不存在任何第三方主张保证方正在侵犯，或妨碍该第三方的知识产权的未决的指控或法律程序，亦不存在针对任何保证方或其拥有的资产而提起的该等指控或法律程序。

There are no pending proceedings or charges alleging that any third party is infringing, or otherwise impeding, the Intellectual Property of the Group Companies, and the Group Companies do not intend to initiate such proceedings or charges. There are no pending charges or proceedings alleging that any third party claims that the Warrantors are infringing, or otherwise impeding, the Intellectual Property rights of such third party, and there are no such charges or proceedings threatened against any of the Warrantors or assets owned by any of the Warrantors.

(4) 集团公司未向任何第三方授予任何于本协议签署日当天处于有效状态或之后将生效的、使用其任何知识产权的许可或其他权利。

The Group Companies have not granted to any third parties any license or other rights to use any of their Intellectual Property that is in force as of the Execution Date of this Agreement or will become effective after the Execution Date of this Agreement.

(5)

任何涉及第三方知识产权的业务经营活动均已取得必要的授权或许可，集团公司不存在未获得有效的授权使用他人知识产权的情形。集团公司未收到第三方就集团公司被授予许可的第三方知识产权发出的(i)在该等协议项下的任何终止或取消通知，或(ii)在该等协议项下的任何违约或违反通知。

Necessary authorizations or licenses have been obtained for any operation of the business involving the Intellectual Property of any third party. The Group Companies never use the Intellectual Property of any other parties without obtaining the valid authorizations or licenses therefrom. The Group Companies have not received from any third party (i) any notice of termination or cancellation, or (ii) any notice of breach or default from any third party in respect of the Intellectual Property licensed to the Group Companies from such third party.

(6) 集团公司已采取在商业上足够谨慎的安全措施，以保护其知识产权的价值。

The Group Companies have adopted the precautionary measures that are commercially prudent to the extent sufficient to protect the value of their Intellectual Property.

5.1.14

集团公司对用户信息和数据的收集、使用和保管没有违反适用的法律，集团公司对该等用户信息和数据有合法有效的权利、所有权和权益。集团公司一贯遵守适用的国家安全、网络安全及个人数据保护的相关法律法规和监管要求，合法收集并使用相关数据，在保存、使用和传输相关数据过程中采取充分的保密及保护措施，未发生过任何数据泄漏、超出授权范围、未经授权使用相关数据或其他违反适用法律法规的情形。

The collection, use and storage of user information and data by the Group Companies does not violate any applicable Laws. The Group Companies have legal and valid right, ownership and interest in and to such user information and data. The Group Companies have consistently complied with the relevant Laws, regulations and regulatory requirements relating to national security, cyber security and personal data protection, lawfully collected and used relevant data, taken adequate confidentiality and protection measures in the process of storage, use and transmission of relevant data, and there has been no events of data leakage, unauthorized use of relevant data or exceeding the scope of authorization or other violation of applicable Laws and regulations.

5.1.15

除主营业务外，集团公司不从事任何其他业务或经营活动。各管理层股东不持有或占有任何与集团公司主营业务相关的资产（包括不动产、有形动产、知识产权或者其他资产）、合同，也未聘用任何从事集团公司主营业务的人员。

Apart from the Main Business, the Group Companies do not engage in any other business or operation activities. Neither of the Management Shareholders holds or possesses any assets (including Real Property, Tangible Personal Property, Intellectual Property or other assets) or contracts related to the Main Business of the Group Companies, nor have they employed any persons to engage in the Main Business of the Group Companies.

5.1.16

集团公司均一直并在所有重大方面遵守着适用于其业务行为或运营、其任何资产和财产的拥有、管理和使用的所有适用的法律或者适用的其他司法领域的法律规定；未曾发生根据合理的预期可能将构成或直接/间接导致对前述任何法律规定重大违反的事件、情况或情形。

The Group Companies have consistently complied with, in all material respects, all applicable Laws or Laws of other jurisdictions that are applicable to the conduct or operation of their business and the ownership, management and use of any of their assets and properties; no event or circumstance has occurred that may reasonably be expected to constitute or directly or indirectly result in a material violation of any aforementioned Laws.

5.1.17

集团公司所研发、生产、采购、注册、销售或经营的产品和服务均符合适用法律法规规定。不存在因产品质量、研发、生产、注册和经营问题而导致的任何产品召回、产品质量纠纷、产品责任纠纷或任何其他诉求。不存在任何给集团公司带来或可能带来重大不利影响的违法违规行，未受到任何政府部门对集团公司经营可能产生重大不利影响的任何形式的警告或处罚。

The products and services which are researched and developed, manufactured, purchased, registered, sold or operated by the Group Companies all comply with applicable Laws and regulations. There have been no product recall, product quality disputes, product liability disputes or any other claims resulting from the product quality, research and development, manufacturing, registration or business operation. There is no violation of Laws and regulations that has or may cause Material Adverse Effect on the Group Companies, and the Group Companies have not been warned or punished by any Governmental Authorities in any form that may cause Material Adverse Effect on the operation of the Group Companies.

5.1.18 不存在任何针对或影响各保证方、各保证方的财产、权利、许可权、经营或业务的任何尚未解决的，或者据各保证方所知，可能提出的诉讼、仲裁、行政调查、或其他法律或行政程序或可能直接或间接导致任何此类法律或行政程序开始，或为之提供基础的事件、情况或情形。不存在任何要求各保证方解散、破产、停业、清算或类似情形的命令、请求、申请、决定、裁定、决议、或其它行动，也不存在任何针对各保证方资产的抵押、判决执行或传唤。各保证方不存在资不抵债或无力偿还债务的任何情况。

There is no pending or, to the knowledge of the Warrantors, threatened litigation, arbitration, administrative investigation or other legal or administrative proceedings against or affecting the Warrantors, or the properties, rights, license rights, operation or business of the Warrantors, or events, circumstances or circumstances that may directly or indirectly lead to the commencement of, or provide the basis for, any such legal or administrative proceedings. There is no order, request, application, decision, award, resolution or other action requiring the dissolution, bankruptcy, winding-up or liquidation or other similar circumstances of the Warrantors, and there is no mortgage, execution of judgment or summons against the assets of the Warrantors. The Warrantors are not insolvent or unable to pay their debts.

5.1.19 集团公司已在所有重大方面遵守各项税收法规，已按适用的法律正确、完整、及时地申报了所有应税收入，和缴清了其所有到期应缴的税金，不存在任何需要补报或补缴税金的情况，亦无任何因任何集团公司违反有关税务法律、法规及规定而被处罚的事件发生。集团公司已按其注册地的通用会计准则在财务报表里计提了任何和税金缴纳相关的准备金；至财务报表截止日，在负债表上所显示的针对税收而准备的款项已足额应对集团公司所有已产生及未付的税金。集团公司未收到任何来自于税务机关或任何其他有权部门发出的催缴或补缴文件或者要求检查或审计任何纳税申报表的通知，不存在税务机关或其他有权部门可能向任何集团公司主张索赔税金的情形。

The Group Companies have complied with all regulations related to Taxes in all material respects, have correctly, completely and timely declared all taxable incomes in accordance with applicable Laws and paid all due and payable Taxes, and no additional declaration or payment of Taxes is required to be made, and no event in which any Group Company has been penalized due to its violation of the relevant tax Laws, regulations and rules has occurred. The Group Companies have made reserves in the Financial Statements in accordance with the GAAP of the place of incorporation in respect of the payment of Taxes; the amounts shown on the Balance Sheet as reserved for Taxes have been fully paid as of the Cut-off Date for the payment of all accrued and unpaid Taxes of the Group Companies. The Group Companies have not received any reminder notice from the tax authorities or any other competent authorities or notice requesting inspection or audit of any tax returns, and there is no circumstance under which the tax authorities or other competent authorities may assert any claim for Taxes against any Group Company.

## 5.1.20 重大业务合同

### Material Business Contracts

集团公司的每一重大业务合同对其中各方而言是合法、有效、有约束力及可执行的，集团公司以及重大业务合同的其他方在履约过程中不存在违约的情形。集团公司具备适当履行所有重大业务合同的能力，且经合理预期不存在可能违反重大业务合同的情形。所有重大业务合同中均不存在任何独家性、不竞争、控制权变更或其他限制性条款，限制或从任何方面阻碍集团公司与任何第三方按照集团公司希望的任何条款和条件签署任何协议。所有的重大业务合同皆不会因本次交易而需获得任何政府机关、机构、组织或个人的同意或批准方能保持其持续的合法有效性。本款所述“**重大业务合同**”包括但不限于符合以下要求的全部合同、协议或其他形式的文件或安排：(i) 合同金额超过人民币500,000元；(ii) 合同中包含有排他性条款、不竞争条款或其他限制集团公司的产品销售、业务经营或业务拓展的规定；(iii) 与集团公司在任或前任董事、高级管理人员、股东、雇员、长期顾问或其他关联方之间签订的任何性质的合同和协议（劳动或雇佣相关的协议除外）；(iv) 关于集团公司重要资产出售或购买的任何合同、协议或安排（因日常业务经营而发生的除外）；(v) 与集团公司前五大合作方、供应商或者客户签署的商业合同；(vi) 合同性质超出了集团公司的正常业务经营活动的范畴；以及 (vii) 其他有可能对集团公司的资产和业务产生重大影响的合同。

Each of the Material Business Contracts of the Group Companies is legal, valid, binding and enforceable against the Parties thereto, and neither the Group Companies nor the other Parties to the Material Business Contracts have committed any breach thereof in the course of performance thereof. The Group Companies have the capacity to duly perform all of the Material Business Contracts, and there have been no circumstances which may reasonably be expected to be in breach of the Material Business Contracts. There are no exclusivity, non-compete, change of control or other restrictive provisions in any Material Business Contracts which may restrict or preclude in any way the Group Companies from entering into any agreement with any third party on any terms and conditions that the Group Companies may desire. No Material Business Contracts require the consent or approval of any Governmental Authority, agency, organization or individual in order to maintain their continued legal validity as a result of this Transaction. For the purpose of this Article, “**Material Business Contracts**” include but are not limited to, all contracts, agreements or other documents or arrangements that meet the requirements as follows: (i) any contract with the amount thereof exceeds RMB 500,000; (ii) any contract containing exclusivity provisions, non-competition provisions or other provisions restricting products sale, business operation or business development of the Group Companies; (iii) any contracts and agreements of any nature with current or former directors, senior officers, shareholders, employees, long-term consultants or other Affiliates of the Group Companies (other than labor or employment-related agreements); (iv) any contracts, agreements or arrangements relating to the sale or purchase of material assets of the Group Companies (other than in the ordinary course of business); (v) commercial contracts entered with top five partners, suppliers or customers of the Group Companies; (vi) any contract that, by its nature, is beyond the scope of the ordinary course of business; and (vii) other contracts which may cause material effect on the assets and business of the Group Companies.

5.1.21 劳动  
Labor

- (1) 集团公司与核心员工之间不存在任何劳动争议或纠纷或因适用的劳动方面的法律要求存在任何负债、或有债务或未缴纳的费用。核心员工已与集团公司建立了合法有效的劳动关系。  
There are no labor disputes or controversies between the Group Companies and any Key Employees or any liabilities, contingent liabilities or unpaid expenses pursuant to applicable Laws in respect of labor matters. The Key Employees have established legal and valid employment relationship with the Group Companies.
- (2) 无任何核心员工提出解除或终止其与集团公司的劳动关系，或存在其他不能继续作为集团公司员工的情况。集团公司目前也无意图解除或终止与任何核心员工的劳动关系。除适用的法律强制要求之外，在核心员工劳动关系解除或终止后，不存在任何应付或欠付的补偿金或其他款项。  
None of Key Employees has proposed to rescind or terminate his/her employment relationship with the Group Companies, or is unable to continue to act as an employee of the Group Companies for any reasons. The Group Companies have no intention to rescind or terminate the employment relationship with any of the Key Employees at present. Except as mandatorily required by applicable Laws, upon the rescission or termination of the employment relationship with any Key Employees, there shall be no compensation or any other amounts payable or owing.
3. 除适用的法律所规定的社会保险和住房公积金之外，集团公司均未参与，也没有受限于任何其他的养老、退休、利润分享、递延补偿、奖金、奖励或其他职工福利计划、安排、协议或谅解，也不存在任何员工或已离职的前员工（或其受益人，如有）有权参与或享有的任何其他养老、退休、利润分享、递延补偿、奖金、奖励或其他职工福利计划、安排、协议或谅解，不会因为核心员工劳动关系的调整给集团公司带来除法律所规定的法定补偿之外的其他负担。集团公司已按照适用法律办理社会保险和住房公积金登记，按照法定标准为全体员工缴纳社会保险和住房公积金；集团公司不存在任何违反适用的劳动方面的法律（包括但不限于劳动合同、工资、工作时间、社会保险和住房公积金缴纳等方面）的情形或者因适用的劳动方面的法律的要求存在任何负债、或有债务或未缴纳的费用。集团公司已向相关政府机关足额及时缴纳员工的代扣代缴税款，或为该等政府机关代扣、保留未到期的集团公司员工应缴纳的款项，集团公司不存在任何欠付的工资、税款、罚金或其因违反前述义务而导致的任何款项等。集团公司没有任何应付而未付的有关解除或终止劳动关系的经济补偿金、赔偿金或其他与雇用关系有关的类似补偿或赔偿费用的支付义务。

Except for the social insurance and housing fund as prescribed by applicable Laws, none of the Group Companies is a participant in or subject to any other pension, retirement, profit sharing, deferred compensation, bonus, incentive or other employee benefit plan, arrangement, agreement or understanding, or is under any other pension, retirement, profit sharing, deferred compensation, bonus, incentive or other employee benefit plan, arrangement, agreement or understanding in which any employee or former employee (or his/her beneficiary, if any) is entitled to participate in or enjoy. No burden other than the statutory compensation required by Laws shall be imposed on the Group Companies due to the adjustment of the employment relationship of any Key Employees. The Group Companies have completed the registration of social insurance and housing fund in accordance with applicable Laws and paid social insurance and housing fund for all of their employees to the extent in accordance with statutory standards; the Group Companies have not violated any applicable Laws regarding employment (including but not limited to labor contracts, wages, working hours, contribution to social insurance and housing fund, etc.) or have any liabilities, contingent liabilities or unpaid expenses due to the requirement of applicable Laws regarding employment. The Group Companies have fully and timely paid their withheld and remit tax to the relevant Governmental Authorities, or withheld and retained any unmatured amounts payable by the Group Companies' employees for such Governmental Authorities. There has been no outstanding wages, taxes, penalties or any amounts resulting from the breach of the aforementioned obligations. The Group Companies have not accrued any outstanding payment obligation of any severance, damages or other similar indemnification or compensation in connection with the termination or termination of employment.

- (4) 核心员工不对其前任雇主或者任何其他主体承担任何竞业限制义务。核心员工不受除其与集团公司之间签署的合同之外的任何其他合同（包括许可、承诺或其它义务）或政府机关、法庭的裁决、判决、命令的限制，而严重影响该员工为集团公司的利益而服务的能力，或将与主营业务发生冲突。

The Key Employees are not subject to any non-compete obligations to their former employers or any other Persons. The Key Employees are not subject to any other contracts (including licenses, commitments or other obligations) or rulings, judgments or orders of Governmental Authorities or courts other than the contracts entered into between such Key Employees and the Group Companies, which may materially affect such Key Employees' ability to serve for the interests of the Group Companies or may conflict with the Main Business.

- (5) 无任何核心员工直接或间接地在任何其他实体持有任何比例或数量的股权或股份（但持有上市公司不超过1%的股权或因投资于基金、信托等产品导致的间接持有相关公司不超过1%的权益的情形除外），且没有任何核心员工在集团公司以外的任何实体担任任何职务。无任何核心员工在过去的三（3）年内：(i)被判决为有罪或正在刑事或行政调查程序中（不包括交通违规）；(ii)根据任何有司法管辖权的法院或主管机关的任何命令、判决或裁定（未撤销或暂缓），被永久或暂时地禁止其担任任何其他公司的法定代表人、高级管理人员、董事或监事；(iii)被有管辖权的法院或其他主管机关裁定违反任何证券法、贸易法或不公平交易行为法律，该等判决或裁定还未被撤销或暂缓。

None of the Key Employees directly or indirectly holds any proportion or amount of equity interest or shares in any other entities (except for holding no more than 1% of the shares of a listed company or indirectly holding no more than 1% of the equity of such company through the investment in funds, trusts and other products), and none of the Key Employees holds any position in any entities other than the Group Companies. None of the Key Employees has been, within the past three (3) years: (i) convicted as guilty or is subject to any criminal or administrative investigation procedures (excluding traffic violations); (ii) permanently or temporarily prohibited from acting as legal representative, senior officer, director or supervisor of any other company pursuant to any order, judgment or ruling (which has not been revoked or deferred) of any competent court or authorities; (iii) held by a competent court or other authorities to have violated any laws in respect of securities, trading or unfair trade practices, for which the judgment or ruling has not been revoked or deferred.

#### 5.1.22

集团公司自成立以来与任何关联方（在本协议中包括但不限于管理层股东、出售方及其关联方）、现任或前员工、董事、监事、顾问或上述任何人的关联方（合称“**关联人**”）所进行的任何交易（如有）均是公允的，不存在任何关联人利用其关联方地位而与集团公司所进行的任何非公允的或不合法的关联交易。截止各交割日，集团公司与任何关联人没有任何尚在有效期内或者尚未履行完毕的合同、协议或其他交易，不存在任何债权债务、负债及其他任何应付应收款项。

Any transactions (if any) between the Group Companies and their Affiliates (for the purpose of this Agreement, including but not limited to the Management Shareholders, Seller and their Affiliates), current and former employees, directors, supervisors, consultants or other Affiliates of the foregoing persons (collectively, the “**Affiliated Persons**”) are fair since the incorporation of the Group Companies. There has been no unfair or illegal related-party-transactions conducted by any Affiliated Persons with the Group Companies by taking advantage of its status as Affiliated Persons. As of the Closing Date, there has been no contract, agreement or other transaction that is still within the validity period or has not been completely performed, and there has been no financial claims, debts, liabilities or any other payables and receivables.



5.1.23

管理层股东及其关联方没有直接或间接地经营、参与或拥有与集团公司主营业务相同、相类似或有任何其他竞争关系的业务；管理层股东及其关联方没有直接或者间接持有集团公司经营其主营业务所需要的任何有形或无形资产。管理层股东及其关联方没有直接或间接地在任何有竞争关系的其他实体持有任何比例或数量的股权、股份或相关权益（但持有上市公司不超过1%的股权除外）。

The Management Shareholders and their Affiliates do not, directly or indirectly, operate, participate in or own businesses that are the same, similar to or have any other competitive relationship with the Main Business of the Group Companies. Management Shareholders and their Affiliates do not directly or indirectly hold any tangible or intangible assets that the Group Companies need to operate the Main Business. The Management Shareholders and their Affiliate do not directly or indirectly hold any proportion or amount of equity interest, shares, or related interests in any other competing entities (except for holding no more than 1% of the equity of the listed company).

- 5.1.24 集团公司不存在违反或可能违反中国、美国、欧盟或其他适用的经济制裁或出口管制的任何行为，包括但不限于被列入或可能被列入任何经济制裁、出口管制限制名单，如《特别指定国民和被封锁人员清单》（Specially Designated Nationals and Blocked Person List，“**SDN清单**”）、《被拒绝人员清单》（Denied Persons List，“**DPL**”）、《实体清单》（Entity List）等，或被任何有权机构（包括但不限于美国商务部、国防部、财政部等）联系、询问、检查、调查、处罚、提起诉讼或仲裁，或受限于任何其他进出口管制、限制措施。集团公司和任何代表集团公司行事的管理人员、雇员、董事、代理人、关联方或人士（前述主体合称“**相关人员**”）均不是由任何以下制裁所针对或规限的人士所有或控制的相关人员，包括由美国财政部外国资产管理办公室或美国国务院或英国财政部不时管理，或由欧盟（包括根据理事会条例(EC)第194/2008）、联合国安全理事会或任何其他相关政府部门所实施的任何制裁，及《2010年对伊朗全面制裁、究责和剥夺权利法》（经修订）或《制裁伊朗法案》（经修订）项下的任何受制裁活动。

The Group Companies have not committed any act that violates or is likely to violate the applicable economic sanctions or export controls of PRC, US, European Union or otherwise, including but not limited to being listed or likely to be listed in any economic sanctions or export control restrictions list, such as the Specially Designated Nationals and Blocked Person List (“**SDN List**”), the Denied Persons List (“**DPL**”), the Entity List (“**Entity List**”), nor have they been contacted, inquired, inspected, investigated, punished or filed litigation or arbitration by any competent authority (including but not limited to the Department of Commerce, the Department of Defense and the Department of Finance of the United States), or subject to any other import and export control and restriction measures. Neither the Group Companies nor any officers, employees, directors, agents, Affiliate or persons acting on behalf of the Group Companies (collectively, the “**Related Persons**”) are owned or controlled by any of the persons targeted or subject to any of the following sanctions, including any sanctions implemented by the Office of Foreign Assets Control of the Department of the Treasury of the United States or the United States Department of State or the United Kingdom Treasury from time to time, or by the European Union (including pursuant to Council Regulation (EC) No. 194/2008), the United Nations Security Council or any other relevant Government Authorities, and any sanctioned activities under the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 (as amended) or the Iran Sanctions Act (as amended).

5.1.25

集团公司已经完成所有适用法律要求的税务登记，已经交纳全部应缴税款，且无需缴付任何与该税款有关的罚款、附加费、罚金或利息。集团公司没有任何税务违法、违规的行为、没有涉及任何与税费有关的纠纷和诉讼。集团公司已经向任何提出要求的税务部门提交了所要求的信息，不存在与税务部门之间涉及税务责任或潜在税务责任或税务优惠的纠纷。

The Group Companies have completed all tax registration in accordance with applicable Laws and have paid all Taxes payable and are not required to pay any penalties, surcharges, fines or interest related to such Taxes. The Group Companies have not committed any tax violations or breaches, nor have they been involved in any disputes or litigations related to Taxes. The Group Companies have submitted all information required by any tax authority, and there is no dispute between the Group Companies and the tax authority involving any tax liability or potential tax liability or favorable tax treatment of the Group Companies.

5.1.26

在过去的五（5）年，管理层股东并未：(i)被裁定为有罪或正在审讯过程中（不包括交通违规）；(ii)根据任何有司法管辖权的法院或其他主管机关的任何命令、判决或裁定（未撤销或暂缓），被永久或暂时地禁止其担任任何公司的法定代表人、高级管理人员、董事或监事；(iii)被有管辖权的法院或其他主管机关裁定违反任何证券法、贸易法或不公平交易行为法律，该等判决或裁定还未被撤销或暂缓。

Over the past five (5) years, Management Shareholders have not been:(i) convicted as guilty or in the course of the interrogation (excluding traffic violations); (ii) permanently or temporarily prohibited from acting as legal representative, senior officer, director or supervisor of any other company pursuant to any order, judgment or ruling (which has not been revoked or deferred) of any competent court or authorities; (iii) held by a competent court or other authorities to have violated any laws in respect of securities, trading or unfair trade practices, for which the judgment or ruling has not been revoked or deferred.

5.1.27

控制协议已由WFOE、大合手以及管理层股东正式签署和交付，协议内容已构成相关方有效且具有约束力的义务，该等义务可根据相应的条款进行强制执行，且控制协议足以建立和维持预期的控制结构。在该控制结构下，大合手可与目标公司根据美国通用会计准则进行财务报表合并。保证方未曾收到来自任何政府部门质疑控制协议的合法性或可执行性的任何口头或书面询问、通知或任何其他形式的官方信函。

The Control Agreements have been duly executed and delivered by the WFOE, Daheshou and Management Shareholders, constituting valid and binding obligations of the relevant parties thereto and enforceable in accordance with their respective terms. The Control Agreements are sufficient to establish and maintain the expected captive structure, under which the financial statements of Daheshou may be consolidated onto those of the Target Company in accordance with the U.S. GAAP. None of the Warrantors has received any oral or written inquiries, notifications or any other form of official correspondence from any Government Authorities challenging or questioning the legality or enforceability of the Control Agreements.

5.1.28 自本协议签署之日至交割日，不存在或没有发生对任何集团公司的资产、负债、盈利前景和正常经营已产生或经合理预见可能会产生重大不利影响的事件、事实、条件、变化或其它情况。

From the Execution Date to the Closing Date, no events, facts, conditions, changes or other circumstances shall occur that may cause or, may be reasonably expected to cause Material Adverse Effect on the assets, liabilities, profit prospects and normal operations of any Group Company.

5.1.29

保证方及其关联方均未与任何投资银行、券商、财务顾问或第三方达成任何口头或书面的协议，导致任何集团公司可能因本次交易的发生而有义务向该等投资银行、财务顾问或第三方支付任何形式的报酬或奖励。

Neither the Warrantors nor their Affiliates have entered into any oral or written agreement with any investment bank, broker, financial advisor or third party, which may cause the Group Companies to be obliged to pay the remuneration or reward in any form to the foregoing due to this Transaction.

5.1.30

各保证方已经向收购方如实、完全披露收购方要求的全部信息、文件和材料、与保证方履行本协议具有实质性关联的信息、文件和材料，以及对收购方签订本协议的意愿具有实质性影响的信息、文件和材料。保证方向收购方披露的信息、文件和材料在任何重大方面真实、准确和完整，且不存在任何重大不实或误导性陈述。保证方在本协议签署后任何时候了解到任何将使其在本协议中作出的陈述、承诺或保证在任何重大方面变得不真实、不正确或不完整的情况，已经通知收购方，并按收购方的合理要求，采取必要措施予以补救或予以公布。

The Warrantors has truthfully and completely disclosed to the Buyer all the information, documents and materials required by the Buyer, the information, documents and materials that are substantially related to the performance of this Agreement by the Warrantors and those substantially affect Buyer's intent to execute this Agreement. Information, documents and materials that the Warrantors disclosed to the Buyer are true, accurate and complete in any material respect and do not include any material misrepresentation or misleading representations. The Warrantors have notified the Buyer at any time after the execution of this Agreement of any circumstance that would render any representations, undertakings or warranties made in this Agreement untrue, incorrect or incomplete in any material respect and has taken necessary steps to remedy or disclose such circumstances, at the reasonable request of the Buyer.

5.1.31

出售方系为投资，而非为分销或转售之目的取得收购方股份。保证方确认，收购方股份未依据美国证券法进行转售登记，且被视为限制性证券。出售方和其他保证方同意，代表收购方股份权益的股份证书上应载有如下说明：

“本证书所代表的股份并未根据《1933年证券法》及其修订（“《证券法》”）进行转售登记。如未根据《证券法》办理有效登记证明或取得出售方可接受的收购方法律顾问针对该等证券可根据《证券法》登记要求的适用豁免情形而进行出售所发表的法律意见，则前述股份不得被买卖、质押、抵押、出让或以其他方式转让。”

The Seller is acquiring the Buyer Shares for investment purposes and not with a view toward the distribution or resale of such Buyer Shares. The Warrantors acknowledge that the Buyer Shares have not been registered for resale under the U.S. Securities Laws and are deemed to be restricted securities. The Seller and other Warrantors agree that the following legend shall be placed on the share certificate evidencing the Buyer Shares: "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED FOR RESALE UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN OPINION OF LEGAL COUNSEL ACCEPTABLE TO THE BUYER THAT SUCH SECURITIES MAY BE SOLD PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT."

- 5.2 收购方进行的任何调查或者知晓的任何信息不得构成各保证方在本第5条作出的陈述和保证的限制或抗辩。  
The investigation conducted by the Buyer or any information made known to the Buyer shall not constitute any limitation or defense for or against the representations and warranties made by the Warrantors under this Article 5.

**第6条 过渡期安排**  
**Article 6 ARRANGEMENTS FOR INTERIM PERIOD**

自本协议签署日起直至交割日或本协议终止日（以较早者为准），除经收购方的事先书面同意，或本协议另有明确规定之外：  
From the Execution Date of this Agreement to the earlier of (i) Closing Date; or (ii) the termination date of this Agreement, unless otherwise explicitly specified in this Agreement, without the prior written consent of the Buyer:

- 6.1 各方不得从事、允许或促成任何会构成或导致其在本协议所作出的陈述、保证或承诺在重大方面不真实、不准确或被违反的作为或者不作为。特别是，未经收购方事先书面同意，除与本次交易相关的事项外，保证方应确保集团公司不会从事或开展如下事项：  
Each Party shall not engage in, permit or procure to any action or omission which may constitute or cause the representations, warranties or undertakings hereunder to be, in materially aspects, untrue, inaccurate or violated. In particular, without the prior written consent of the Buyer, in addition to matters related to this Transaction, the Warrantor shall ensure that the Group Companies will not engage in or conduct the following actions:
- (1) 任何增加注册资本或增发新股（或可转换债、期权或其他可以转变为该公司股权或股份的权益）；批准设立或变更目标公司的员工股权激励计划或类似计划；  
Any increase in registered capital or issuance of new shares (or convertible debts, options or other rights and interests convertible into equity or shares of such Group Company); Approval of the establishment or modification of the Target Company's employee stock ownership plan or similar plan;

- (2) 任何减资或回购股权或股份；  
Any reduction in registered capital or repurchase of equity or shares;
- (3) 任何可导致集团公司承担人民币50万元或以上债务（日常业务范围内的负债除外）的事项，包括但不限于非因正常经营过程中引起的债务（包括或有债务）及与正常经营过程无关的向其他任何机构提供担保；  
Any matters that may cause the Group Companies to assume debts of RMB 500,000 or more (except for the debts incurred in the ordinary course of business), including but not limited to the debts (including contingent liabilities) caused out of the ordinary course of business and guarantees provided to any other entity other than in the ordinary course of business;
- (4) 任何并购、重组、合资企业或合伙企业安排、成立子公司、等值人民币50万元或以上的资产出售、抵押或对外担保等事项；  
Any merger, reorganization, joint venture or partnership arrangement, incorporation of subsidiaries, sale of assets, mortgage or external guarantee, etc. with an amount equivalent to RMB 500,000 or more;
- (5) 任何与其股东、公司董事、监事、高级管理人员或职员之间及关联关系的企业、董事、监事、高级管理人员及职员之间的交易；  
Any transaction with their shareholders, directors, supervisors, senior managers or employees, or transactions with the directors, supervisors, senior managers and employees of their affiliated companies;
- (6) 改变主营业务或变更经营范围；  
Change the Main Business or modify the scope of business;
- (7) 任何合并、分立、解散、清算、破产或停业；  
Any merger, division, dissolution, liquidation, bankruptcy or cessation of business;
- (8) 出售、转让、许可使用或以其他任何形式处置集团公司主营业务所需的商标、专利权、著作权或其他知识产权；或  
Sale, transfer, license or otherwise dispose of the trademarks, patents, copyrights or other Intellectual Property necessary for the operation of Main Business of the Group Companies; or

(9) 直接或间接为集团公司的任何董事、监事、股东、高级管理人员或者员工提供贷款、预付款或为其债务提供担保、保证或其他任何形式的权利负担。

Provide loans, advance payments or guarantees, or create other Encumbrances of any kind or nature, either directly or indirectly, for any director, supervisor, shareholder, senior officer or employee of the Group Companies.

6.2 各保证方应采取一切合理措施保存和保护集团公司资产，在正常业务过程中按照与以往惯例及谨慎商业惯例一致的方式经营集团公司的主营业务和维护与供应商、合作方、客户、员工之间的关系，保证集团公司正常运营，并确保集团公司的商誉和经营不发生重大不利变化。

Warrantors shall take all reasonable measures to preserve and protect the assets of the Group Companies, operate the Main Business of the Group Companies in a manner consistent with past and cautious business practices in the ordinary course of business, and maintain the relationship with suppliers, partners and customers, ensure the normal operation of the Group Companies, and prevent any Material Adverse Effect on the goodwill and operation of the Group Companies.

6.3 各方应尽一切努力促成本次交易，并且不会采取任何妨碍或不当延误本次交易的作为或不作为。为了履行本协议的任何条款（包括但不限于满足第4条约定的交割先决条件），各方应当采取所有必要行动并签署所有必要的文件和文书。

Parties shall use every effort to procure the Closing of this Transaction and shall not conduct any action or omission that may hinder or improperly delays this Transaction. Parties shall take all necessary actions and execute all necessary documents and instruments to perform any provision hereunder (including but not limited to the fulfillment of the Conditions Precedent to the Closing set forth in Article 4).

6.4 在不妨碍集团公司正常业务经营的前提下，保证方应给予收购方（及其指定的第三方中介机构）接触集团公司债权人、客户、合作方、财务顾问、会计师和其它顾问的权利，并应协助收购方获得其要求的有关集团公司财务、法律、运营和/或业务等任何方面的信息。此外，保证方应立即通知收购方已发生的或可能发生的可能对保证方造成重大不利影响的与保证方或其资产、业务和/或收入有关的债务、责任、诉讼、仲裁或行政程序。

Without prejudice to the normal business operation of the Group Companies, the Warrantors shall permit the Buyer (and its designated third-party agencies) to contact the Group Company's creditors, customers, partners, financial advisors, accountants and other advisors. The Warrantors shall assist the Buyer in obtaining any information it requests related to the financial, legal, operational and/or business aspects of the Group Companies. In addition, the Warrantors shall promptly notify the Buyer of any debt, liability, litigation, arbitration or administrative proceeding that has occurred or may cause Material Adverse effect on the Warrantors in respect of the Warrantors or their assets, business and/or revenue.

6.5 保证方应尽其合理努力，依照适用的法律的规定在可行的最短时间内取得完成本次交易所需的所有许可、批准、备案或登记。保证方同意及时将集团公司从政府部门收到的与任何此类许可、批准、备案或登记有关的书面或口头消息通知收购方，并及时向收购方提供任何其所获得的书面消息。

The Warrantors shall use reasonable efforts to obtain all the licenses, approvals, filings or registrations required to complete this Transaction as soon as practically possible pursuant to applicable Laws. The Warrantors agree to promptly notify the Buyer of any written or oral information received by the Group Companies from Government Authorities in relation to any such license, approval, filing or registration, and to promptly provide the Buyer with any written information it receives.

6.6 除了就本次交易所作讨论之外，除收购方外的各方（并确保其任何关联方、高级职员、董事、监事、代表或代理人）均不会(i)招揽、发起、考虑、鼓励或接受任何主体提出的关于下述事项的提议或要约：(A)与任何收购或以其他方式获得集团公司的全部或任何部分的股权、或收购或以其他方式获得集团公司资产有关的，(B)与进行任何兼并、合并或其他业务联合有关的，(C)与集团公司的资本重组、结构重组或任何其他非正常的业务交易有关的，或(ii)就前述事宜参与任何讨论、交谈、谈判以及其他交流，或向任何其他主体提供与前述事宜有关的任何信息，或以任何其他方式配合、协助或参与、方便或鼓励任何其他主体试图进行前述事宜的任何努力或尝试。除收购方外的各方自身应当立即停止，并应促使终止所有现有的、与任何主体在本协议之前就前述任何事宜开展的讨论、交谈、谈判以及其他交流。如果做出或收到与前述事宜有关的任何该等提议、要约，或与任何主体就前述事宜进行任何询问或其他接触，除收购方外的各方应当立即通知收购方。

Except for the discussions on this Transaction, any Party other than the Buyer shall not, and shall ensure any of its Affiliate, senior officers, directors, supervisors, representatives or agents not to (i) solicit, initiate, consider, encourage or accept any proposal or offer from any entity that: (A) relates to any takeover or other forms of acquisition of any or all the shares or assets of the Group Companies, (B) in connection with any merger or other business combination, (C) in respect of the recapitalization, reorganization or any other unusual business transaction of the Group Companies, or (ii) participate in any discussion, conversations, negotiation and other communication of the foregoing matters, or provide any information to other Persons relating to the foregoing matters, or attempt to or try to cooperate with, assist or participate in, facilitate or encourage any other Person to conduct the foregoing matters. The Parties other than the Buyer shall immediately cease, and shall procure to cease, all the existing discussions, conversations, negotiations and other communications regarding any of the foregoing matters prior to this Agreement. Parties other than the Buyer shall promptly notify the Buyer of any such proposal, offer, or any inquiry or other contact made or received regarding the foregoing matters.

## 第7条 承诺

### Article 7

### COVENANTS

#### 7.1 全职工作和竞业禁止

##### Full-time Employment and Non-Competition

管理层股东和大合手分别且连带地向收购方承诺：

Management Shareholders and Daheshou severally and jointly undertake to the Buyer that:

7.1.1 于交割日之前或当日，各管理层股东、核心员工应与收购方指定的集团公司签署不少于【十（10）】年的全职劳动合同。在全职劳动合同有效期内，各管理层股东及核心员工不得离职或者在与集团公司存在竞争关系的其他实体兼职，并应遵守其与集团公司签署的劳动合同、保密协议和竞业禁止协议。

On or prior to the Closing Date, the Management Shareholders and Key Employees shall execute the full-time labor contracts with a term no less than [ten (10)] years with the Group Company designated by the Buyer. During the term of the full-time labor contracts, all the Management Shareholders and Key Employees shall not resign or take part-time jobs in other entities that compete with the Group Companies and shall observe the employment contract, confidentiality agreement and non-compete agreement executed with the Group Companies.

7.1.2 自李瓚宇不再直接或间接持有（包括通过出售方持有）收购方任何股份或财产性权益之日起十（10）年届满或任何管理层股东自集团公司离职后两（2）年届满（以孰晚为准），除以收购方员工身份继续从事主营业务所涉的各项活动外，该管理层股东不得在中国或国外以自身名义或代理身份、自行或者与第三方合作、直接或者间接地（包括但不限于通过附属公司、合资公司、合伙企业、子公司或其它合约安排）：

Within Ten (10) years from the date that LI Zanyu no longer hold, directly or indirectly (including through the Seller), any shares or equity interests of the Buyer, or within two (2) years upon the resignation of any Management Shareholders from the Group Companies (whichever is later), apart from continuing to engage in the operations involved in the Main Business as employees of the Buyer, the Management Shareholders shall not directly or indirectly, by itself or cooperate with a third party, under its own name or agency capacity, in PRC or abroad (including but not limited to through an affiliated company, joint venture, partnership, subsidiary or other contractual arrangement):

(1) 从事与主营业务相同、类似或者相竞争的业务、或者与收购方产生其他直接或者间接竞争关系；

Engage in the same, similar or competing business with the Main Business, or have other direct or indirect competitive relationship with the Buyer;

(2) 受雇或受聘于从事或计划从事与主营业务相同、类似或者相竞争的业务、或与收购方处于相同或类似经营领域、或者与收购方有其他直接或者间接竞争关系的任何公司、企业、实体或者人士（“**收购方竞争者**”），包括但不限于作为收购方竞争者的董事、监事、高级管理人员、员工、独立合同方、代表、顾问、咨询服务提供者或合伙人；

Employed or hired by any company, enterprise, entity or Person engaged in or planning to engage in the same, similar or competing business as the Main Business, or within the same or similar business scope as the Buyer, or directly or indirectly compete with the Buyer (“**Buyer Competitors**”), including but not limited to act as the director, supervisor, senior officer, employee, independent contracting party, representative, advisor, consulting service provider or partner of the Buyer Competitors;



(3) 向任何收购方竞争者进行任何形式的直接或间接的投资（包括但不限于，成为该收购方竞争者的所有人、股东、实际控制人、债权人或以其他方式直接或间接拥有其权益）、或者设立任何收购方竞争者（但持有上市公司不超过1%的股份或因投资于基金、信托等产品导致的间接持有相关公司不超过1%的权益的情况除外）；

Invest in any Buyer Competitors by any means, either directly or indirectly (including but not limited to become the owner, shareholder, actual controller, creditor or otherwise hold the interests of the Buyer Competitors, either directly or indirectly), or incorporate any Buyer Competitors (except for holding no more than 1% of the shares of a listed company or indirectly holding no more than 1% of the equity of such company through the investment in funds, trusts and other products);

(4) 为其自身及其子公司、收购方竞争者或其他人从收购方（或其子公司）招募与收购方届时存在劳动关系的员工或唆使该等员工离职；

Recruit the employees who have a labor relationship with the Buyer or solicit the resignation of such employees from the Buyer (or its subsidiaries) for the interests of itself and its subsidiaries or Buyer Competitors or other Persons;

(5) 与任何收购方竞争者进行任何业务往来（包括但不限于，成为收购方竞争者的业务代理、供应商或分销商）；

Conduct any business with any Buyer Competitors (including but not limited to become the business agent, supplier or distributor of the Buyer Competitors);

(6) 为收购方竞争者提供任何形式的咨询或意见或任何其他服务；

Provide consultations, advice or any other services to the Buyer Competitors by any form;

(7) 为其自身及其关联方、收购方竞争者或其他人的利益而从收购方届时的客户、代理、供应商及/或独立承包商等中招揽业务，或唆使收购方（或其子公司）目前的客户、代理、供应商及/或独立承包商终止与收购方（或其子公司）的合作；

Solicit any business from the Buyer's customers, agents, suppliers and/or independent contractors, or entice the Buyer's (or its subsidiaries') customers, agents, suppliers and/or independent contractors to terminate their cooperation with the Buyer (or its subsidiaries), for the interests of itself and its Affiliate or Buyer Competitors or other Persons;

- (8) 签署与上述第(1)至(7)项有关的任何协议、作出任何承诺或采取其他任何安排，若该等协议、承诺或安排限制或损害或将有可能限制或损害收购方从事其业务；或  
Execute any agreement, make any undertaking or enter into any other arrangement in relation to paragraph (1) to (7) above, provided that such agreement, undertaking or arrangement restricts or impairs or is possible to restrict or impair the Buyer's business operations; or
- (9) 以其他任何方式与收购方的主营业务发生竞争。  
Compete with the Buyer's Main Business in any other form.

7.1.3 如管理层股东在与收购方签署的雇佣相关的协议中约定的服务条款或竞业禁止条款与本协议约定不一致，则在本协议各方之间，以本协议的约定为准。

If the terms of service or non-compete provisions stipulated in the respective employment-related agreement executed by the Management Shareholders and the Buyer are inconsistent with the terms of this Agreement, then the terms of this Agreement shall prevail among the Parties hereto.

## 7.2 合规运营

### Compliance

保证方分别且连带地承诺，集团公司应按照收购方的公司治理标准和运营规范开展经营，包括但不限于：(i)遵守适用法律及其他适用的产品进出口、外汇、公司登记、劳动用工、财务、税务、知识产权、反垄断、反不正当竞争、反贿赂反腐败、环保、消防、生产与经营、数据信息保护等方面的法律以及适用线上或线下交易平台（包括但不限于亚马逊（Amazon）以及eBay商城）的规则或要求；(ii)取得并维持其业务所需的各项业务资质；(iii)取得并维持其业务所需的知识产权或其他权利的授权和许可；和(iv)建立并实施符合法律规定和主管机关要求的内部流程、审批制度、财务流程、财务制度、财务系统、财务管理体系、人事流程、运营和管理流程等内部制度。

The Warrantors severally and jointly undertake that, the Group Companies shall conduct the business operation in accordance with the standards of corporate governance and operation norms of the Buyer, including but not limited to (i) comply with applicable Laws, regulations and requirements in respect of import and export of products, foreign exchange, company registration, labor and employment, finance, taxation, Intellectual Property, anti-monopoly, anti-unfair competition, anti-bribery and anti-corruption, environmental protection, fire protection, production and operation, data and information protection laws and applicable online or offline trading platforms (including but not limited to Amazon and eBay); (ii) obtain and maintain the Business Qualifications necessary for its business operations; (iii) obtain and maintain the authorization and license of Intellectual Property or other rights required for its business operations; and (iv) establish and implement the internal processes, approval systems, financial processes, financial bylaws, financial systems, financial management systems, personnel management processes, operation and management processes and other internal systems in accordance with the Laws and the requirements of competent authorities.

7.3 外汇登记

Foreign Exchange Registration

保证方分别且连带地承诺，交割日后，集团公司和管理层股东应在所有重大方面遵守所有备案与登记要求，包括根据发展和改革委员会、商务部、外管局以及相关外汇银行颁布的法规和规定（包括但不限于外商直接投资备案）获得相关批准以及就现有的登记进行变更备案。

The Warrantors severally and jointly undertake that, after the Closing Date, the Group Companies and the Management Shareholders shall comply in all material respects with all reporting and registration requirements, including obtaining the relevant approvals, filings of amendments to existing registrations under the rules and regulations promulgated by the National Development and Reform Commission, the Ministry of Commerce, the SAFE and the related foreign exchange bank, including without limitation, any foreign direct investment filings.

7.4 税务

Taxes

保证方分别且连带地承诺，根据收购方的要求，保证方应促使所有相关方在交割日起六（6）个月内就历史上的大合手股权转让办理纳税申报手续。

The Warrantors severally and jointly undertake that, Warrantors shall procure that all relevant parties shall complete the tax declaration for the historic share transfers of Daheshou upon the requirement of the Buyer.

7.5 业务资质

Business Qualifications

保证方分别且连带地承诺，自交割日起六（6）个月内，大合手应根据适用法律的规定更新对外贸易经营者备案登记及第二类医疗器械经营备案。

The Warrantors severally and jointly undertake that, within six (6) months after the Closing Date, Daheshou shall update the Filing and Registration of Foreign Trade Business Operators and Filing of Operation of Category II Medical Devices pursuant to the applicable Laws.

7.6 经营地址

Place of Operations

保证方分别且连带地承诺，自交割日起六（6）个月内，大合手应根据收购方的要求，在宁波市以及烟台市设置经营性分支机构。

The Warrantors severally and jointly undertake that, within six (6) months of the Closing Date, Daheshou shall establish operating branches in Ningbo and Yantai upon the requirement of the Buyer.

**第8条 合同解除**

**Article 8 TERMINATION**

8.1 合同解除的情形

Circumstances of Termination

本协议可以通过下列方式解除：

This Agreement may be terminated by the following means:

- 8.1.1 本协议各方共同以书面协议解除并确定解除生效时间；  
The Parties hereto jointly terminate this Agreement in writing and determine the effective date of termination;
- 8.1.2 于交割日前，下列情形发生时，收购方可以通过书面形式通知其他方解除本协议从而终止本次交易：  
Upon the occurrence of any of the following circumstances prior to the Closing Date, the Buyer may terminate this Agreement and this Transaction by written notice to the other Parties:
- (1) 本协议第4.1条约定的任何交割先决条件未在交割截止日前满足，且未能获得收购方书面豁免；  
Any Conditions Precedent to Closing under Article 4.1 of this Agreement are not satisfied prior to the Long Stop Date and are not waived in writing by the Buyer;
  - (2) 保证方的陈述或保证在做出时或在交割日存在重大不真实、重大遗漏或重大误解；  
The representations or warranties of the Warrantors are materially untrue, omitted or misunderstood when made or on the Closing Date;
  - (3) 本协议除收购方外的其他任何签署方发生违约行为，并且违约方在收到收购方要求改正的通知之日起三十（30）日内未改正该违约行为；  
Any Party hereto other than the Buyer commits a breach of contract, and the breaching Party fails to cure the breach within thirty (30) days from the date of receiving the notice requiring correction from the Buyer;
  - (4) 本协议除收购方外的其他任何一方进入任何自愿或强制的破产程序（除非该等程序在开始后90天内被撤消），或其他任何一方被法院或其他政府机关宣告破产或清算；或  
Any Party hereto other than the Buyer enters into any voluntary or compulsory bankruptcy proceeding (unless such proceeding is dismissed within 90 days upon commencement) or any other Party is declared bankrupt or liquidated by a court or other Governmental Authorities; or
  - (5) 由于任何适用的法律或其解释的重大变化，或由于任何政府机关、证券交易所对适用法律、规则或其解释修订、补充或撤销，导致无法达到本协议项下的主要目的或收购方无法实现本协议项下的主要利益。  
The principal purpose under this Agreement becomes frustrated or the Buyer may not achieve the primary benefits under this Agreement due to material changes in any applicable Laws or its interpretations, or due to amendment, supplement or cancellation of any applicable Laws, rules or its interpretations by any Governmental Authorities, stock exchange, etc.

## 8.2 合同解除的效果

### Effects of Termination

(1) 除非本协议另有约定，当本协议依上述之8.1条任何一款解除后，本协议即无效力，但本协议第8.2条、第9条、第10条、第11条、第12条、第13条、第14条仍然有效。

Unless otherwise stated herein, upon the termination of this Agreement pursuant to any section of the Article 8.1 above, this Agreement shall be null and void, provided that Article 8.2, 9, 10, 11, 12, 13 and 14 of this Agreement shall remain in force and effect.

(2) 除非本协议另有约定，本协议解除后，本协议各方应本着公平、合理、诚实信用的原则在协议解除后三十（30）日内或者各方另行确认的其他期限内尽最大努力恢复本协议签订前的状态，包括但不限于将已经收到的转让对价返还予收购方。

Unless otherwise stated herein, upon the termination of this Agreement, the Parties hereto shall, based on the principles of fairness, reasonableness and good faith, use best efforts to restore the parties, to the extent possible, to the position where they were before the execution of this Agreement within thirty (30) days after the termination or other periods confirmed by the Parties, including but not limited to the Seller's refund of the transfer price received to the Buyer.

(3) 本协议的解除不影响任何一方在本协议项下获得赔偿或补偿的权利。

The termination of this Agreement shall not affect the right of either Party to obtain indemnification or compensation hereunder.

## 第9条 违约责任

### Article 9 LIABILITIES FOR BREACH

## 9.1 一般违约责任

### General Indemnity

如任何签署方违反了其在本协议项下的任何保证、承诺、约定或其他任何规定，或任何一方在本协议项下做出的任何陈述不真实、不完整或令人误解，从而致使其他方承担任何费用、责任或损失（包括但不限于该其他方所遭受的实际损失，以及有合理的证据可以证明其预期可以获得的任何利润损失、支付或损失的任何利息、仲裁费用、律师费以及被剥夺的一切应得利益，合称“可偿损失”），则违约的签署方应就上述全部可偿损失赔偿该其他方。

In the event of (i) any breach of the warranties, undertakings, covenants or any other provisions hereunder by any Party; or (ii) any representations made by any party hereunder being untrue, incomplete or misleading, the breaching Party shall indemnify and hold harmless the other Parties any and all costs, liabilities or losses caused hereby (including but not limited to the actual losses and any loss of profits that could be reasonably proved, payment or losses of any interests, arbitration costs, attorneys' fees and any expectation interests deprived, collectively, the "Indemnifiable Losses").

9.2 特定违约责任

Special Indemnities

无论披露函中是否已经披露，保证方应分别且连带地赔偿收购方及其关联方以及其董事、管理人员、员工、代表或继任者（“**收购方受偿主体**”）因为以下任何事项遭受的全部和任何可偿损失，使其不受该等可偿损失的影响：

The Warrantors shall, jointly and severally indemnify and hold harmless the Buyer and its Affiliates and their directors, managerial personnel, employees, representatives or successors (collectively, the “**Buyer Indemnitees**”) from and against any and all Indemnifiable Losses incurred as a result of or arising from the following:

9.2.1

由于本次交易而导致收购方受偿主体承担任何适用的法律项下的报税或纳税义务或者与税务相关的其他义务、责任或处罚（包括但不限于由于管理层股东和/或任何集团公司未按照适用的法律申报和缴纳任何税金）；

Any payment of Taxes or Tax filings or any other obligations, liabilities or penalties in connection with Taxes (including but not limited to the obligations, liabilities or penalties due to the failure of the Management Shareholders and/or any Group Company to file or pay any Taxes in accordance with applicable Laws) assumed by the Buyer Indemnitees arising out of this Transaction;

9.2.2 任何集团公司任何产生于或源于交割日或之前的并且未在财务报表中披露的贷款、债务、负债、担保和其他或有债务；

Any loans, debts, Indebtedness, guarantees and other contingent obligations of any Group Company arising out of or caused on or prior to the Closing Date that are not disclosed in the financial statements;

9.2.3 因（1）任何第三方提出的知识产权侵权主张；或（2）保证方违反交易文件项下与知识产权相关的陈述与保证以及承诺而导致的损失；

Losses arising from (1) claims of Intellectual Property infringement made by any third party; or (2) breach of the representations, warranties and undertakings regarding the Intellectual Property under the Transaction Documents by the Warrantors;

9.2.4 保证方就交割日或之前的行为或事件而涉及的诉讼、仲裁、行政调查或其他行政或司法程序；

Litigations, arbitrations, administrative investigations or any other administrative or judicial proceedings arising from the actions or events of the Warrantors on or prior to the Closing Date;

9.2.5 保证方在交割日或之前签署、交付或履行任何重大业务合同（无论属于自身违约或其他签署方违约）而产生的集团公司的任何赔偿或补偿责任；

Any indemnification or damages of any Group Company arising out of the execution, delivery or performance of any Material Business Contract (whether by itself or other parties thereto) on or prior to the Closing Date;

9.2.6 因政府部门对控制协议的质疑、监管、限制或保证方违反控制协议下的任何义务使得控制结构被认定为无效或发生重大变动而导致的损失；

Losses caused by the invalidation or material change of the control structure under the Control Documents as a result of the challenge, regulation or restriction of the Control Agreements by Governmental Authorities or breach by the Warrantors of any obligations under the Control Agreements;

9.2.7 保证方因与员工的报酬、福利、社会保险费、住房公积金相关的劳动问题导致的任何法律责任（包括但不限于补缴、承担罚款等）；或 Any legal liabilities (including but not limited to the payment of overdue amounts and fines) of the Warrantors arising from the labor matters in connection with the remuneration, welfare, social insurance and housing fund of the employees; or

9.2.8 集团公司经营的产品中或提供的服务未取得批准、证照、授权、许可、备案或经营、服务中存在任何违反适用法律法规或者侵犯第三方权利的事项，导致政府部门或任何第三方对集团公司进行处罚、索赔或主张，以致遭受损失或者价值遭受减损。

Any losses or depreciation as a result of the penalty or claims imposed by any Governmental Authorities or any third party due to the failure to obtain approvals, licenses, permits or filings for the products or services operated or provided by any Group Company or any violation of the applicable Laws or infringement upon the rights of third parties in the course of business operation.

9.3 各方同意并确认，除收购方外的本协议其他各方均不得(i)因任何集团公司在本协议项下的违约行为向该集团公司主张任何责任，或(ii)就其根据本协议向任何一方履行的赔偿或补偿责任而向任何集团公司追偿（无论其是否有此追偿的权利），或(iii)要求任何集团公司补偿其在本协议项下支付的任何赔偿或者补偿款项。

The Parties hereby agree and confirm that any Party hereto other than the Buyer shall not (i) claim any liabilities against any Group Company for the breach of this Agreement; (ii) recourse to any Group Company for any indemnification or compensation to any Party pursuant to this Agreement (whether it is entitled or not); or (iii) claim for any reimbursement from any Group Company for the damages or indemnifications payable by such party under this Agreement.

## 第10条 不可抗力

### Article 10 FORCE MAJEURE

#### 10.1 不可抗力的定义

##### Definition of Force Majeure

不可抗力指不能预见、不能避免并不能克服的客观情况，其中包括由于地震、台风、水灾、火灾、战争以及其它不能预见并且对其发生和后果不能防止或避免的不可抗力事件出现或任何法律、法规和规章的变更、或新的法律、法规和规章的颁布、或任何政府行为致使直接影响本协议的履行或者不能按约定的条件履行。

“**Force Majeure**” means unforeseeable, unavoidable and insurmountable events and circumstances, including earthquakes, typhoons, floods, fires, wars and other unforeseeable events whose occurrence and consequences are unpreventable or unavoidable, or the change of any Laws, regulations and rules, or the promulgation of new Laws, regulations and rules, or any government action that directly affects the performance of this Agreement or cause the failure to perform upon the agreed terms.

10.2 不可抗力的效果  
Effect of Force Majeure

10.2.1

如发生不可抗力且一方因不可抗力影响其履行本协议下的任何义务，则在该不可抗力引致延误的期间内，该义务应暂停履行，而其履行限期应根据延误的时间相应延长，且无须承担任何处罚。主张不可抗力的一方必须在不可抗力发生后七（7）个工作日之内，或在电信中断的情况下由电信条件恢复之日起七（7）个工作日之内，同时采用邮件和快递的方式，将不可抗力详情通知其他各方，并提供不可抗力发生和持续时间的证明。

If any obligation of a Party under this Agreement is affected as a result of Force Majeure, the performance of such obligation shall be suspended during the period of delay caused by Force Majeure, and the term of the performance shall be extended accordingly without any penalty. The Party claiming Force Majeure shall notify other Parties of the particulars of the Force Majeure by mail and express within seven (7) Business Days after its occurrence or within seven (7) Business Days after the restoration of telecommunication conditions in the event of telecommunication interruption, and shall provide evidences of the occurrence and duration of the Force Majeure.

10.2.2

若主张不可抗力的一方未能根据以上规定通知其他各方并提供适当证明，则不得免除不履行本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以降低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向其他各方承担责任。

Any affected Party shall not be exempted from the responsibility of non-performance of its obligations under this Agreement provided that such Party claiming Force Majeure fails to notify or provide appropriate evidence to other Parties in accordance with the above provisions. The affected Party shall use reasonable efforts to minimize the impact caused by the Force Majeure and resume the performance of all relevant obligations as soon as possible after the termination of the Force Majeure. If the affected Party fails to resume performance of relevant obligations when the cause for the suspension ceases, such Party shall be liable to other Parties for breach of contract.

10.2.3 不可抗力发生时，各方应立即互相协商，以求达成公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

In the event of Force Majeure, the Parties shall immediately consult with each other for a fair solution, and shall make all reasonable efforts to minimize the impact caused by the Force Majeure.



## 第11条 保密条款

### Article 11 CONFIDENTIALITY

#### 11.1 保密范围

##### Scope of Confidentiality

各方同意对以下信息保密：投资关键条款或交易文件的存在、内容和签署、各方在投资关键条款或交易文件有效期内获知的对方的商业秘密、技术秘密以及彼此就准备或履行交易文件而交换的任何口头或书面资料等需各方保密的事项，在未得到其他方书面同意前，不得向第三方披露或公开。各方应当保证各方员工、顾问、代理及其指定的第三方中介机构履行本协议项下的保密义务。但，任何一方在下列任一情形下披露保密信息不视为违反本协议：（1）该信息在披露时已为公众所知悉；（2）该信息乃根据另一方事先书面同意而披露；（3）为评估本次交易之目的，一方向同意履行保密义务的其股东、董事、监事、管理层成员、或其所聘用的会计师事务所或律师事务所披露；（4）一方按照适用的美国证券法，或对其有管辖权的证券交易所、监管机构或其他政府机构的规则或要求而披露，披露之前一方先以书面形式将披露的商业秘密的确切性质通知其他方。在作出上述披露前的合理时间内，披露方应与其他方就该披露进行协商，并就其他方合理要求尽可能对该披露寻求保密处理。

The Parties agree to keep the following information confidential: all matters that shall be kept confidential by the Parties, including the existence, contents and execution of the term sheet or Transaction Documents, trade secrets and technical secrets of the other Parties obtained by the Parties during the term of the key investment terms or Transaction Documents, any oral or written information exchanged between the Parties in connection with the preparation and performance of the Transaction Documents. The Parties shall not disclose to any third Party such confidential information except with the prior written consent of the other Party. The Parties shall ensure that their employees, consultants, agents and designated third Party intermediaries perform the confidentiality obligation hereunder. However, any Party's disclosure of the confidential information shall not be deemed a breach of this Agreement if: (1) such information is already available to the public at the time of disclosure; or (2) such information is disclosed in accordance with the prior written consent of the other Party; (3) for the purpose of evaluation of this Transaction, a Party discloses to its shareholders, directors, supervisors, management members or the accounting firm or law firm engaged by it, who agree to perform the confidentiality obligation; (4) a Party discloses according to the requirements of the applicable U.S. Securities Laws, rules of any securities exchange, regulatory authority or other governmental authorities having jurisdiction, such Party notifies the other Parties in writing of the exact nature of the trade secrets to be disclosed. Within a reasonable time prior to such disclosure, the disclosing Party shall consult with the other Parties regarding such disclosure and seek confidential treatment for such disclosure to the extent reasonably requested by the other Parties.

#### 11.2 保密期限

##### Term of Confidentiality

各方同意，不论本协议是否变更、解除或终止，本协议第11条将持续有效。

The Parties agree that Article 11 of this Agreement shall survive the alteration, rescission or termination of this Agreement.

**第12条 通知条款**  
**Article 12 NOTICES**

12.1 **通知方式**

Methods of Notice

任何与本协议有关的由一方发送给其他方的通知、仲裁文书或其他性质的司法文书或其他通讯往来（“**通知**”）应当采用书面形式（包括但不限于信函、电子邮件）。为送达通知之目的，各方的联系信息见本协议附录五。

Any notice, arbitration documents or other judicial instruments or other communication (the “**Notice**”) sent by a Party to the other Parties in connection with this Agreement shall be in writing (including but not limited to letters and emails). For the purpose of service of the Notice, the contact information of the Parties is set forth in Schedule 5 hereto.

12.2 **送达**

Service

前款规定的各种书面通知以下列方式确定其送达时间：

The written Notice mentioned in the preceding paragraph shall be deemed to have been served by the following ways:

- (1) 若面呈的通知在被通知人签收时视为送达，被通知人未签收的不得视为有效的送达；  
when it is signed by the notified person for receipt if the Notice is sent by hand, it shall not be deemed to have been served if it is not signed by the notified person for receipt;
- (2) 可以邮寄方式进行的通知均应采用挂号快件或特快专递的方式进行，并在投寄后七（7）日视为已经送达被通知人；或  
on the seventh day after posting if the Notice is sent by registered mail or express mail service; or
- (3) 任何以电子邮件的方式发出的通知，在通知到达收件方后的第一个工作日视为已有效送达被通知人。  
on the first Business Day after the Notice reaches the notified person if the Notice is sent by email.

12.3 **更改联系信息**

Change of Contact Information

若任何一方的联系信息发生变化（“**变动方**”），变动方应当在该变更发生后的七（7）日内通知其他方。变动方未按约定及时通知的，变动方应承担由此造成的损失。

In case of any change in the contact information of any Party (the “**Changing Party**”), the Changing Party shall notify the other Parties within seven (7) days after the change. If the Changing Party fails to notify in a timely manner as agreed, the Changing Party shall bear the losses caused thereby.

## 第13条 争议解决

### Article 13 DISPUTE RESOLUTION

#### 13.1 适用法律

##### Governing Law

本协议的订立、效力、执行和解释及未决争议的解决均应适用香港法律。

The formation, validity, execution, interpretation of this Agreement and the settlement of any disputes arising hereunder shall be governed by and in accordance with the Laws of Hong Kong.

#### 13.2 争议解决

##### Dispute Resolution

##### 13.2.1

凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括本协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交香港国际仲裁中心进行仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁程序应以普通话来进行。

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The governing law of this arbitration clause shall be the Laws of Hong Kong. The seat of arbitration shall be Hong Kong. The arbitration shall be conducted in Mandarin.

##### 13.2.2

仲裁裁决是终局的，对各方具有约束力。各方同意受裁决的约束并根据裁决行事。除非仲裁裁决另有规定，仲裁费用和仲裁裁决的执行费用（包括证人费和律师费）由败诉方承担。如果发生任何未决争议以及如果任何未决争议在仲裁之中，除了未决争议涉及事项外，各方应根据本协议继续行使各自其余的权利和履行各自其余的义务。

The arbitration award shall be final and binding on the Parties. The Parties agree to be bound by the award and to act in accordance therewith. Unless otherwise provided in the arbitral award, the costs of arbitration and the enforcement of the arbitral award (including witness fees and attorney's fees) shall be borne by the losing Party. In the event of any pending dispute and if any pending dispute is under arbitration, except for the matters involved in such pending dispute, the Parties may continue to exercise their respective rights and perform their respective obligations remained hereunder.

## 第14条 其他事项

### Article 14 MISCELLANEOUS

#### 14.1 可分割性 Severability

##### 14.1.1

如果本协议有任何一条或多条规定根据适用法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此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那些无效、不合法或不可执行的规定，而该等有效的规定所产生的商业效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的商业效果相似。

If any one or more provisions of this Agreement are held invalid, illegal or unenforceable pursuant to any applicable Laws and regulations, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with a valid substitute, permitted by Laws, in an acceptable manner to the Parties, in order that the business results of such valid substitute shall be similar to those provisions held to be invalid, illegal or unenforceable to the fullest extent possible.

##### 14.1.2 本协议鉴于条款和各附件和附录应视为本协议的一部分，提及“本协议”时，应理解为包括其各附件和附录。

The whereas clauses and the schedules and exhibits hereto shall be deemed as a part of this Agreement, and references to “this Agreement” shall be construed to include the schedules and exhibits hereto.

#### 14.2 生效、替代和修改 Effectiveness, Replacement and Modification

##### 14.2.1 本协议经各方签字或盖章之日起生效。本协议附件和附录与本协议具有同等效力。若附件或附录与本协议正文的约定有冲突，则以本协议正文为准。本协议未尽事宜，各方另行协商后签订补充合同，补充合同与本协议具有同等法律效力。

This Agreement shall come into force upon the execution of the Parties hereto. The schedules and exhibits of this Agreement shall have the same legal effect as this Agreement. In the event of any contradiction or discrepancy between the schedules and exhibits and this Agreement, this Agreement shall prevail. With respect to the matters not explicitly stated herein, the Parties may enter into a supplementary agreement through amicable negotiation. Such supplementary agreement shall have the same legal effect as this Agreement.

##### 14.2.2 除本协议另有约定外，本协议的修改与变更必须经各方协商一致，以书面形式进行，并由各方签字或盖章之日起生效。

Unless otherwise provided by this Agreement, any amendment to or modification of this Agreement shall be agreed upon by the Parties, conducted in writing and come into force upon the execution date by the Parties hereto.

#### 14.2.3

为本次交易变更登记之目的，根据公司注册处的要求或惯例，收购方有权要求其他方另行签署的其他版本的协议。该其他版本协议的内容与本协议内容有冲突或不一致的，则应以本协议为准。

For the purpose of change registration of this Transaction and pursuant to the requirements and usages of the Registrar of Companies, the Buyer shall be entitled to instruct the other Parties to enter into other forms of written agreement. In the event of any contradiction or discrepancy between the terms of such other agreement and this Agreement, this terms of this Agreement shall prevail.

#### 14.3 税费承担

##### Taxes and Expenses

各方为完成本次交易而发生任何成本和费用，包括但不限于（1）各方根据适用法律就本次交易应申报、缴纳的税款；以及（2）各方及其顾问（包括但不限于法律顾问和财务顾问）开展尽职调查、资产评估、起草交易文件、参与谈判等发生的专业服务费和其他所有用现金支付的费用，均由各方自行承担。为免疑义，除收购方就本次交易应支付的交易总对价之外，收购方将无须就本次交易承担任何额外税负。

Any fees and expenses incurred by the Parties to consummate this Transaction shall be borne by the Parties respectively, including but not limited to (i) Taxes that shall be declared and paid by the Parties in connection with this Transaction in accordance with applicable Laws; (ii) the professional service fees and other out-of-pocket expenses incurred by the Parties and their advisors (including but not limited to legal advisors and financial advisors) for conducting due diligence, asset valuation, drafting of Transaction Documents and participation of negotiations. For the avoidance of doubt, the Buyer shall not bear any additional Taxes in connection with this Transaction other than the payment of the Total Transaction Consideration.

#### 14.4 不放弃

##### No waiver

除非本协议另有规定，一方未行使或迟延履行本协议项下的权利、权力或特权并不构成放弃这些权利、权力和特权，单一或部分行使这些权利、权力和特权并不排斥行使任何其他权利、权力和特权。本协议中规定的权利和救济是累积的，不排斥适用法律规定的任何其他权利或救济。

Unless otherwise provided in this Agreement, no failure or delay by any Party in exercising any rights, powers or privileges hereunder shall operation as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof. The rights and remedies herein provided shall be cumulative and not exclusive of any other rights or remedies provided by the applicable Laws.

#### 14.5 完整协议

##### Entire Agreement

本协议及其他交易文件规定了各方就本协议所拟议事项达成的全部谅解和协议，并取代各方在签署日之前就本协议所拟议事项所达成的所有书面及口头协议和承诺。

This Agreement and other Transaction Documents represent all the understandings and agreements among the Parties with respect to the subject matter contemplated by this Agreement and supersede all prior agreements and covenants, either written or oral, among the Parties with respect to the subject matter contemplated hereby.

14.6 语言和副本  
Languages and Counterparts

14.6.1 本协议以中文和英文两种文字书就。当发生中文和英文所表述的内容不一致的情形时，应以中文内容为准。  
This Agreement is written in Chinese and English; in case of any inconsistency between the two versions, the Chinese version shall prevail.

14.6.2 本协议可签署多份，每份具有同等效力。各方以电子邮件确认并交换的且以PDF格式存储的本协议之签署文本电子版应视为原件，可单独作为本协议成立和生效的证据。

This Agreement may be executed in multiple counterparts. Each counterpart shall have the same legal effect. The electronic version of any executed counterpart of this Agreement exchanged by e-mail, confirmed by the Parties and stored in PDF format shall be regarded as an original hereof and may be used as the evidence of the execution and effectiveness of this Agreement.

(本页以下特意留空)

(The remainder of this page has been intentionally left blank)

有鉴于此，本《股权转让框架协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or their respective authorized officers as of the date first written above.

由Chenlong Tan作为授权代表，代表 ) (盖章)  
By Chenlong Tan as an authorized representative , on behalf of'  
(seal)

iPOWER INC. )

于下列见证人面前 )  
In the presence of the following witness

以契据形式签立并盖章 ) /s/ Chenlong Tan  
Signed and sealed in the form of a deed Chenlong Tan

见证人：  
witness

/s/ Kevin Vassily

姓名(Name)：

职务(Title)：

地址(Address)：

有鉴于此，本《股权转让框架协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or their respective authorized officers as of the date first written above.

由李瓚宇作为授权代表，代表 ) (盖章)  
By LI Zanyu] as an authorized representative , on behalf of (seal)

**White Cherry Limited** )

于下列见证人面前 )  
In the presence of the following witness

以契据形式签立并盖章 )  /s/ Li Zanyu  
Signed and sealed in the form of a deed 李瓚宇LI Zanyu

见证人：  
Witness

/s/ Zhao Lei  
姓名(Name)：  
职务(Title)：  
地址(Address)：



有鉴于此，本《股权转让框架协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or their respective authorized officers as of the date first written above.

由李瓚宇作为授权代表，代表 ) (盖章)  
By LI Zanyu] as an authorized representative , on behalf of (seal)

**Anivia Limited** )

于下列见证人面前 )  
In the presence of the following witness

以契据形式签立并盖章 )  /s/ Li Zanyu  
Signed and sealed in the form of a deed 李瓚宇LI Zanyu

见证人：  
Witness

/s/ Zhao Lei  
姓名(Name)：  
职务(Title)：  
地址(Address)：

有鉴于此，本《股权转让框架协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or their respective authorized officers as of the date first written above.

由李瓚宇作为授权代表，代表 ) (盖章)  
By LI Zanyu] as an authorized representative , on behalf of (seal)

**Fly Elephant Limited** )

于下列见证人面前 )  
In the presence of the following witness

以契据形式签立并盖章 )  /s/ Li Zanyu  
Signed and sealed in the form of a deed 李瓚宇LI Zanyu

见证人：  
Witness

/s/ Zhao Lei  
姓名(Name)：  
职务(Title)：  
地址(Address)：



有鉴于此，本《股权转让框架协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or their respective authorized officers as of the date first written above.

由李瓚宇作为授权代表，代表 ) (盖章)  
By LI Zanyu as an authorized representative , on behalf of (seal)

大合手（深圳）信息科技有限公司 )

于下列见证人面前 )  
In the presence of the following witness

以契据形式签立并盖章 )  /s/ Li Zanyu  
Signed and sealed in the form of a deed 李瓚宇LI Zanyu

见证人：  
Witness

/s/ Zhao Lei

姓名(Name)：

职务(Title)：

地址(Address)：

有鉴于此，本《股权转让框架协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or their respective authorized officers as of the date first written above.

由李瓚宇作为授权代表，代表 ) (盖章)  
By LI Zanyu as an authorized representative , on behalf of (seal)

大合手（深圳）信息科技有限公司 )

于下列见证人面前 )  
In the presence of the following witness

以契据形式签立并盖章 )  /s/ Li Zanyu  
Signed and sealed in the form of a deed 李瓚宇LI Zanyu

见证人：  
Witness

/s/ Zhao Lei

姓名(Name)：

职务(Title)：

地址(Address)：

有鉴于此，本《股权转让框架协议》已由以下签署方自行或经其合法授权代表于文首所书之日有效签署。以昭信守。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or their respective authorized officers as of the date first written above.

由谢靖  
By XIE Jing

L.S.

于下列见证人面前  
In the presence of the following witness

)

以契据形式签立并盖章  
Signed and sealed in the form of a deed

)

        /s/ Xie Jing          
谢靖 XIE Jing

见证人：  
Witness

        /s/ Zhao Lei        

姓名(Name)：  
职务(Title)：  
地址(Address)：

附录一： 大合手股权结构  
 Exhibit 1. Shareholding Structure of Daheshou

| <u>姓名</u><br><u>Name</u>  | <u>证照号码</u><br><u>ID Number</u> | <u>实际持有的大合手注册资本额</u><br><u>(人民币：万元)</u><br><u>Actual Amount of Registered Capital</u><br><u>in Daheshou</u><br><u>(RMB: Million)</u> | <u>实际持有的大合手股权比例</u><br><u>Actual Percentage of Shares</u><br><u>in Daheshou</u> |
|---------------------------|---------------------------------|--|---|
| 李贻宇<br>LI Zanyu           | XXXXXXXXXXXX                    | 99   | 99%   |
| 谢靖<br>XIE Jing            | XXXXXXXXXXXX                    | 1  | 1%  |
| <b>合计</b><br><b>Total</b> |                                 | 100  | 100%  |

**附录二： 集团公司（不包括大合手）股权结构**  
**Exhibit 2. Shareholding Structures of Group Companies (excluding Daheshou)**

第一部分：集团公司（不包括大合手）在本协议签署日的股权结构

Part 1: Shareholding Structures of Group Companies (other than Daheshou) Before the Execution Date of this Agreement

(1) 目标公司在本协议签署日的股权结构：

Shareholding Structure of Target Company on the Execution Date of this Agreement

| <b>股东</b><br><b>Shareholder</b> | <b>股份类别及数量</b><br><b>Class and Number of Shares</b> | <b>股份比例</b><br><b>Percentage</b> |
|---------------------------------|---|----------------------------------|
| White Cherry Limited            | 50,000普通股<br>50,000 Ordinary Shares                 | 100%                             |
| <b>合计</b><br><b>Total</b>       | <b>50,000普通股</b><br><b>50,000 Ordinary Shares</b>   | <b>100%</b>                      |

(2) 香港公司在本协议签署日的股权结构：

Shareholding Structure of HK Company on the Execution Date of this Agreement

| <b>股东</b><br><b>Shareholder</b> | <b>股份类别及数量</b><br><b>Class and Number of Shares</b> | <b>股份比例</b><br><b>Percentage</b> |
|---------------------------------|---|----------------------------------|
| 目标公司<br>Target Company          | 10,000普通股<br>10,000 Ordinary Shares                 | 100%                             |
| <b>合计</b><br><b>Total</b>       | <b>10,000普通股</b><br><b>10,000 Ordinary Shares</b>   | <b>100%</b>                      |

(3) WFOE在本协议签署日的股权结构

Shareholding Structure of WFOE on the Execution Date of this Agreement

| <b>股东</b><br><b>Shareholder</b> | <b>实际持有的注册资本额</b><br><b>(人民币：万元)</b><br><b>Actual Amount of Registered Capital</b><br><b>(RMB: Million)</b> | <b>实际持有的</b><br><b>股权比例</b><br><b>Actual Percentage of Shares</b> |
|---------------------------------|---|---|
| 香港公司<br>HK Company              | 100   | 100%  |
| <b>合计</b><br><b>Total</b>       | <b>100</b>  | <b>100%</b>   |



第二部分：集团公司（不包括大合手）在交割日紧邻交割完成之后的股权结构

Part 2: Shareholding Structures of Group Companies (other than Daheshou) Immediately After the Closing Date

(1) 目标公司在交割日紧邻交割完成之后的股权结构：

Shareholding Structure of Target Company Immediately After the Closing Date

| <b>股东</b><br><b>Shareholder</b> | <b>股份类别及数量</b><br><b>Class and Number of Shares</b> | <b>股份比例</b><br><b>Percentage</b> |
|---------------------------------|---|----------------------------------|
| 收购方<br>Buyer                    | 50,000普通股<br>50,000 Ordinary Shares                 | 100%                             |
| <b>合计</b><br><b>Total</b>       | <b>50,000普通股</b><br><b>50,000 Ordinary Shares</b>   | <b>100%</b>                      |

(2) 香港公司在交割日紧邻交割完成之后的股权结构

Shareholding Structure of HK Company Immediately After the Closing Date

| <b>股东</b><br><b>Shareholder</b> | <b>股份类别及数量</b><br><b>Class and Number of Shares</b> | <b>股份比例</b><br><b>Percentage</b> |
|---------------------------------|---|----------------------------------|
| 目标公司<br>Target Company          | 10,000普通股<br>10,000 Ordinary Shares                 | 100%                             |
| <b>合计</b><br><b>Total</b>       | <b>10,000普通股</b><br><b>10,000 Ordinary Shares</b>   | <b>100%</b>                      |

(3) WFOE在交割日紧邻交割完成之后的股权结构

Shareholding Structure of WFOE Immediately After the Closing Date

| <b>股东</b><br><b>Shareholder</b> | <b>实际持有的注册资本额</b><br><b>(人民币：万元)</b><br><b>Actual Amount of Registered Capital</b><br><b>(RMB: Million)</b> | <b>实际持有的</b><br><b>股权比例</b><br><b>Actual Percentage of Shares</b> |
|---------------------------------|---|---|
| 香港公司<br>HK Company              | 100   | 100%  |
| <b>合计</b><br><b>Total</b>       | <b>100</b>  | <b>100%</b>   |

附录三： 核心员工  
Exhibit 3. Key Employees

| 姓名<br>Name      | 证照号码<br>ID Number | 职务<br>Title                |
|-----------------|-------------------|----------------------------|
| 李贻宇<br>LI Zanyu | XXXXXXXXXXXX      | 【总经理】<br>[General Manager] |

**附录四： 集团公司知识产权**  
**Exhibit 4. Intellectual Property of Group Company**

| 编号<br>NO. | 登记著作权人<br>Registered Copyright<br>Owner | 软件名称<br>Software Name | 版本号<br>Version NO. | 登记号<br>Registration Number | 登记日期<br>Registration Date | 首次发布日期<br>Date of First<br>Release |
|-----------|---|-----------------------|--------------------|----------------------------|---------------------------|------------------------------------|
| 1.        | 大合手（深圳）信息科技有限公司                         | 跨境电商云服务平台             | V1.0               | 2020SR0175098              | 2020-02-25                | 2019-10-18                         |
| 2.        | 大合手（深圳）信息科技有限公司                         | 跨境电商支付安全管理系统          | V1.0               | 2020SR0175106              | 2020-02-25                | 2019-09-20                         |
| 3.        | 大合手（深圳）信息科技有限公司                         | 跨境电商进销存管理系统           | V1.0               | 2020SR0168523              | 2020-02-24                | 2019-12-12                         |
| 4.        | 大合手（深圳）信息科技有限公司                         | 跨境电商B2B平台             | V1.0               | 2020SR0168402              | 2020-02-24                | 2019-11-21                         |
| 5.        | 大合手（深圳）信息科技有限公司                         | 大合手搜索系统               | V1.0               | 2019SR0066642              | 2019-01-18                | 2018-10-25                         |
| 6.        | 大合手（深圳）信息科技有限公司                         | 大合手网络交易管理系统           | V1.0               | 2019SR0066636              | 2019-01-18                | 2018-11-24                         |
| 7.        | 大合手（深圳）信息科技有限公司                         | 大合手大数据管理平台            | V1.0               | 2019SR0066613              | 2019-01-18                | 2018-11-20                         |
| 8.        | 大合手（深圳）信息科技有限公司                         | 大合手ERP内部管理系统          | V1.0               | 2019SR0066609              | 2019-01-18                | 2018-11-30                         |
| 9.        | 大合手（深圳）信息科技有限公司                         | 大合手店铺管理软件             | V1.0               | 2019SR0066594              | 2019-01-18                | 2018-11-25                         |
| 10.       | 大合手（深圳）信息科技有限公司                         | 大合手跨境O2O系统            | V1.0               | 2019SR0065946              | 2019-01-18                | 2018-10-30                         |
| 11.       | 大合手（深圳）信息科技有限公司                         | 大合手广告管理系统             | V1.0               | 2019SR0065162              | 2019-01-18                | 2018-10-27                         |
| 12.       | 大合手（深圳）信息科技有限公司                         | 大合手购物客户端系统            | V1.0               | 2019SR0064803              | 2019-01-18                | 2018-11-04                         |

**附录五： 各方的联系信息**  
**Exhibit 5. Contact Information of the Parties**

| 签署方<br>Signed Party   | 联系地址<br>Address                           | 电话<br>Telephone | 联系人Attention | 邮箱<br>Email        |
|---|---|-----------------|--------------|--------------------|
| 收购方<br>Buyer  | 2399 Bateman Ave., Irwindale,<br>CA 91010 | 6268637344      | Lawrence Tan | mna@meetipower.com |
| 出售方/管理层股东<br>Seller/Management Shareholders   | 深圳市南山区粤海街道大冲社<br>区华润置地大厦C座3604            | 18312562127     | Zanyu Li     | sam.l@dhssys.com   |
| 目标公司/香港公司/WFOE/大合手（交割<br>前）<br>Target Company/HK Company/<br>WFOE/Daheshou (Before the Closing)     | 深圳市南山区粤海街道大冲社<br>区华润置地大厦C座3604            | 18312562127     | Zanyu Li     | sam.l@dhssys.com   |
| 目标公司/BVI公司/香港公司/WFOE/大合<br>手（交割后）<br>Target Company/HK Company/<br>WFOE/Daheshou(After the Closing) | 2399 Bateman Ave., Irwindale,<br>CA 91010 | 6268637344      | Lawrence Tan | mna@meetipower.com |

附件一： 期票的格式与内容  
Schedule 1. Form and Content of the Promissory Note



THIS UNSECURED PROMISSORY NOTE (THIS “NOTE”) HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS OR UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), IN RELIANCE UPON VARIOUS EXEMPTIONS THEREFROM. THIS NOTE HAS BEEN ACQUIRED FOR THE REGISTERED HOLDER’S OWN ACCOUNT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE, TRANSFER OR OTHER DISTRIBUTION HEREOF. NO SUCH SALE, TRANSFER OR OTHER DISPOSITION MAY BE AFFECTED, NOR WILL ANY ASSIGNEE OR TRANSFEREE THEREOF BE RECOGNIZED BY THE PAYOR, WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN OPINION OF LEGAL COUNSEL ACCEPTABLE TO THE PAYOR THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT, OR UNDER ANY APPLICABLE STATE OR OTHER SECURITIES LAWS OR OTHER APPLICABLE LAWS OF SIMILAR IMPORT.

**PROMISSORY NOTE**

**Date: February 15, 2022**

**US\$3,500,000**

FOR VALUE RECEIVED, **iPower Inc.** (the “**Payor**”), a Nevada corporation, hereby promises to pay to **White Cherry Limited**, an exempted company duly incorporated and validly existing under the Laws of the British Virgin Islands (the “**Holder**”, and together with the Payor, each a “**Party**” and collectively, the “**Parties**”), the total principal sum of \$3,500,000 the “**Principal Amount**”) together with interests from the date hereof on the unpaid balance of Principal Amount as of the second anniversary of the date hereof (the “**Maturity Date**”), pursuant to the terms and conditions under this promissory note (the “**Note**”). This Note is issued by the Payor to the Holder as part of the consideration for certain share transfers payable to the Holder pursuant to the SHARE TRANSFER FRAMEWORK AGREEMENT entered into by and among the Payor, Holder, and certain other parties dated February 15, 2022.

Upon payment in full of the Principal Amount hereof and accrued interest hereunder, this Note shall be surrendered to the Payor for cancellation.

**1. BASIC TERMS**

(a) Repayment and Interest. The Payor shall repay the Principal Amount of this Note in equal installments every six months commencing from the date hereof until the Maturity Date together with the interest accrued on the outstanding Principal Amount, at the simple interest rate of 6% per annum. The first repayment shall be made on the last Business Day of the sixth month as of the date hereof. The term “Business Day” means a day of the year on which banks are not required or authorized to close in New York City.

(b) Payments and Computations. All payments shall be made in lawful money of the United States of America and shall be credited to the bank account to be designated by the Holder. All computations of interest will be made on the basis of a year of 360 days for the number of days occurring in the period for which such interest is payable. Whenever any payment hereunder is stated to be due on a day other than a Business Day, such payment will be made the immediately preceding or next following Business Day, with the same legal force and effect as if made on the actual due date.

(c) Security. This Note is a general unsecured obligation of the Payor.

(d) Liquidation Preference. This Note is subordinate to the existing asset based revolving loan from JPMorgan Chase Bank, N.A. At the request of JPMorgan Chase Bank, N.A. (the “Senior Lender”), the Holder of this Note shall enter into an intercreditor and subordination agreement with the Senior Lender which shall provide, among other things, that payments under this Note shall be suspended if an Event of Default under the existing asset based revolving loan between the Payor and the Senior Lender shall occur and be continuing.

(e) Pre-payment. The Payor may, at its own discretion, prepay in whole or in part the outstanding Principal Amount and accrued interests hereunder at any time without any penalties or premium accrued to such pre-payment upon written notice to the Holder.

**2. FEES AND EXPENSES.** The Holder shall pay all costs and expenses of collection when incurred by itself, including, without limitation, reasonable attorneys’ fees, costs and other expenses in enforcing this Note, to the extent permitted by law.

3. MISCELLANEOUS

(a) **Governing Law; Consent to Jurisdiction.** The terms of this Note shall be construed in accordance with the laws of Hong Kong Special Administration Region of the People's Republic of China (the "**Hong Kong**"). In the event the Parties are unable to settle a dispute between them regarding this Note, such dispute shall be referred to and finally settled by arbitration at Hong Kong International Arbitration Centre (the "**HKIAC**") in accordance with the HKIAC Administered Arbitration Rules as in effect at the time of the arbitration. The arbitration tribunal shall consist of three arbitrators to be appointed according to the HKIAC Administered Arbitration Rules. The language of the arbitration shall be Mandarin. The Parties understand and agree that this provision regarding arbitration shall not prevent either Party from pursuing equitable or injunctive relief in a judicial forum to compel the other Party to comply with this provision, to preserve the status quo prior to the invocation of arbitration under this provision, or to prevent or halt actions that may result in irreparable harm. A request for such equitable or injunctive relief shall not waive this arbitration provision.

(b) **Successors and Assigns; Assignment.** The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither the Holder nor the Payor may assign this Note or delegate any of their respective rights or obligations hereunder without the written consent of each Party.

(c) **Titles and Subtitles.** The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting the Note.

(d) **Notices.** All notices and other communications required or permitted to be given under this Note (the "**Notice**") shall be in writing. For the purpose of service of the Notice, Article 12 and Schedule 5 of the SHARE TRANSFER FRAMEWORK AGREEMENT shall also apply to this Note.

(e) **Severability.** If one or more provisions of this Note are held to be illegal, invalid or unenforceable under applicable laws, such provision shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision were so excluded and shall be legal, valid and enforceable in accordance with its terms.

(f) **Amendment; Modification; Waiver.** No term of this Note may be amended, modified or waived without the written consent of the Payor.

(g) **Counterparts.** This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) **No Waiver.** No failure or delay by a Party in exercising any right, power or remedy under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. If at any time any provision of this Note is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Note shall not be affected or impaired thereby.

[Signature page follows]

Execution Page of Promissory Note



IN WITNESS WHEREOF, the undersigned has executed this Promissory Note as of the date first set forth above.

**THE PAYOR:**  
**iPower Inc.**

Signature: /s/ Chenlong Tan  
Address:

**RECEIVED AND ACCEPTED BY:**

**HOLDER:**

For and on behalf of

White Cherry Limited

SIGNED by /s/ Li Zanyu

Name: LI Zanyu  
Authorized Signatory  
Address:

Execution Page of Promissory Note

**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 2021 年 12 月 15 日在中华人民共和国（下称“中国”）[深圳]市签署。

This Exclusive Business Cooperation Agreement (this “Agreement”) is made and entered into by and between the following parties on 15/12/2021, in [Shenzhen], the People’s Republic of China (“China” or the “PRC”).

甲方： 大有人在（深圳）科技有限公司  
地址： 深圳市福田区福保街道石厦社区石厦北二街西新天世纪商务中心 A.B 座 A4209A26

**Party A:** Dayourenzai (Shenzhen) Technology Co., Ltd.  
**Address:** A4209A26 of Tower A.B, Xintian Century Business Center, west of Shixia North 2nd Street, Shixia Community, Fubao Street, Futian District, Shenzhen

乙方： 大合手（深圳）信息科技有限公司  
地址： 深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元

**Party B:** Daheshou (Shenzhen) Information Technology Co., Ltd.  
**Address:** Unit 3604 of Tower C, China Resources Land Building, Dachong Community, Yuehai Street, Nanshan District, Shenzhen

甲方和乙方以下各称为“一方”，统称为“双方”。

In this Agreement, each of Party A and Party B shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于：  
Whereas,

1. 甲方是一家在中国成立的外商独资企业，拥有提供与主营业务（定义见下文）有关的技术开发、技术服务和技术咨询的能力、经验和资源；  
Party A is a wholly foreign-owned enterprise established in China, and has sufficient capacity, experience and resources for providing technical development, technical services and consultation in relation to the Principal Business (as defined below);
2. 乙方是一家在中国成立的内资公司，经中国有关政府部门登记可以从事信息技术、计算机技术领域内的技术开发、技术转让、技术咨询、技术服务，网络工程，计算机系统集成，票务代理，电子产品、通信设备、安防器材的销售，电子商务（不得从事增值电信、金融业务），货物及技术进出口，跨境电商，计算机软件、信息系统软件的开发、销售，日用百货，宠物用品，厨房家居的销售，二类医疗器械的销售。乙方目前及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；  
Party B is a company established in China with exclusive domestic capital and as registered with the relevant PRC government authorities, is permitted to engage

in technology development, technology transfer, technical consultancy, technical services in the field of information technology and computer technology, network engineering, computer system integration, ticket agency, sale of electronic products, communication equipment, security equipment, and electronic commerce (no value-added telecommunication and financial business may be engaged), import and export of goods and technologies, cross-border e-commerce, development and sales of computer software and information system software, and sales of daily necessities, pet products, and kitchen and household goods, sales of class II medical devices. The businesses conducted by Party B currently and at any time during the term of this Agreement are collectively referred to as the "Principal Business";

3. 甲方同意利用其技术、人员和资源优势, 在本协议期间向乙方提供有关主营业务的独家技术开发、支持、咨询和其他相关服务, 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各种服务。

Party A is willing to provide Party B with technical development, technical support, management consultation and other related services on an exclusive basis in relation to the Principal Business during the term of this Agreement, utilizing its advantages in technology, team, and resources, and Party B is willing to accept such 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, the Parties have reached the following agreements:

#### 1. 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期间作为乙方的独家服务提供者向乙方提供全面的技术支持、咨询服务和其他相关服务, 包括但不限于以下内容:

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with comprehensive technical support, consulting services and other related services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, including but not limited to the following:

- (1) 许可乙方使用甲方拥有合法权利的与主营业务有关的技术和软件;

Licensing Party B to use the technology and software legally owned by Party A in relation to the Principal Business;

- (2) 为乙方主营业务所需的技术进行设计、开发、维护与更新, 并提供相关技术咨询和技术服务;

Design, development, maintenance and updating of technologies necessary for Party B's Principal Business, and provision of related technical consultation and technical services;

- (3) 计算机网络系统及相关数据库的设计、安装和日常管理、维护、更新;  
Design, installation, daily management, maintenance and updating of network systems and related database;
  - (4) 乙方相关人员的技术支持和专业培训;  
Technical support and training for employees of Party B;
  - (5) 协助乙方进行有关的技术和市场信息的收集与调研（中国法律限制外商独资企业从事的市场调查除外）;  
Assisting Party B in collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are restricted from conducting under PRC law);
  - (6) 为乙方提供企业管理咨询;  
Providing business and management consultation for Party B;
  - (7) 为乙方提供市场营销和推广服务;  
Providing marketing and promotional services for Party B;
  - (8) 开发和测试新产品;  
Development and testing of new products;
  - (9) 设备、资产出租; 和  
Leasing of equipments or properties; and
  - (10) 在中国法律允许的情况下, 其他应乙方要求而不时提供的其他相关服务。  
Other related services requested by Party B from time to time to the extent permitted under PRC law.
- 1.2 乙方接受甲方提供的服务。双方同意, 甲方可以指定其关联方或者其他合格的服务提供方（该被指定方可以与乙方签署本协议第 1.3 条描述的一些协议）为乙方提供本协议约定的服务。乙方进一步同意, 除非经甲方事先书面同意, 在本协议期间, 就本协议约定的服务或其他事宜, 乙方不得直接或间接地从任何第三方获得任何与本协议相同或类似的服务, 并不得与任何第三方就本协议所述事项建立任何相同或类似的合作关系。
- Party B agrees to accept all the services provided by Party A. The Parties agree that Party A may appoint or designate its affiliates or other qualified parties to provide Party B with the services under this Agreement (the parties designated by Party A may enter into certain agreements described in Section 1.3 with Party B). Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not directly or indirectly accept the same or any similar services provided by any third party and shall not establish same or similar corporation relationships with any third party regarding the matters contemplated by this Agreement.

### 1.3 服务的提供方式

#### Service Providing Methodology

- 1.3.1 甲、乙双方同意在本协议有效期内，视情况而定，乙方可以与甲方或甲方指定的其他方进一步签订服务协议，对各项服务的具体内容、方式、人员、收费等进行约定。

Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into further service agreements with Party A or any other party designated by Party A, which shall provide the specific contents, methods, personnel, and fees for the specific services.

- 1.3.2 为更好地履行本协议，甲乙双方同意，视情况而定，乙方在本协议有效期内将与甲方或甲方指定的其他方根据业务进展需要随时签署设备、资产的租用协议，由甲方将有关的设备、资产提供给乙方使用。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into equipment or property lease agreements with Party A or any other party designated by Party A which shall permit Party B to use Party A's relevant equipment or property based on the business needs of Party B.

- 1.3.3 乙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，向乙方购买任何部分或全部资产和业务，作价为中国法律允许的最低价格。届时双方将另行签订资产或业务转让合同，对该资产转让的条款和条件进行约定。

Party B hereby grants to Party A an irrevocable and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets or business transfer agreement, specifying the terms and conditions of the transfer of the assets.

### 2. 服务的价格和支付方式

#### The Calculation and Payment of the Service Fees

- 2.1 在本协议有效期内，乙方应向甲方支付的费用应按如下方式计算：

The fees payable by Party B to Party A during the term of this Agreement shall be calculated as follows:

- 2.1.1 对本协议下甲方提供的服务，乙方应按年度（或者在双方另行约定的其他时间）向甲方支付服务费。每年（或者双方另行约定的其他期间内）支付的服务费由管理费和服务提供费组成，具体金额由甲方根据以下因素合理确定。甲方可以另行向乙方出具确认

函和/或账单，标明每个服务期间应支付的服务费金额；具体的服务费也可以于双方另行签署的相关合同中约定。

In consideration for the services provided by Party A hereunder, Party B shall pay a service fee to Party A on annual basis (or at any time agreed by the Parties). The service fees for each year (or for any other period agreed by the Parties) shall consist of a management fee and a fee for services provided, which shall be reasonably determined by Party A based on the following factors. Party A may provide separate confirmation letter and/or invoice to Party B to indicate the amount of service fees due for each service period; or the amount of services fees may be as set forth in the relevant contracts separately executed by the Parties.

- (1) 服务的复杂程度及难度；  
Complexity and difficulty of the services provided by Party A;
- (2) 甲方雇员的级别和提供该等服务所需的时间；  
Seniority of and time consumed by the employees of Party A providing the services;
- (3) 服务的具体内容、范围和商业价值；  
Specific contents, scope and value of the services provided by Party A;
- (4) 相同种类服务的市场参考价格；  
Market price of the same type of services;
- (5) 乙方的经营情况。  
Operation conditions of Party B.

2.1.2 如果甲方向乙方转让、许可技术或者受乙方委托进行软件或其他技术开发或者向乙方出租设备、资产，则技术转让费、许可费、委托开发费用或租金应由双方另行根据实际情况确定和/或在双方另行签署的相关合同中列明。

If Party A transfers or licenses technology to Party B, develops software or other technology as entrusted by Party B, or leases equipments or properties to Party B, the technology transfer price, license price, development fees or rent shall be determined by the Parties separately based on the actual situations and/or set forth in the relevant contracts separately executed by the Parties.

### 3. 知识产权和保密条款

#### Intellectual Property Rights and Confidentiality Clauses

3.1 在双方履行本协议过程中产生、创造或开发的任何和所有知识产权或无形资产（包括但不限于著作权、专利权、专利申请权、软件、技术秘密、商业秘密及其他），甲方均享有独立的、排他的和完整的所有权、权利和利益（在中国法律不禁止的范围内）。除非经甲方明确授



权，对于甲方为提供本协议下的服务而使用的属于甲方的知识产权，乙方不享有任何权益。为确保甲方在本条下的权利，如果必要，乙方应签署所有适当的文件，采取所有适当的行动，递交所有申请和备案，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权和无形资产的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利和无形资产的保护（包括将该知识产权权利和无形资产登记在甲方名下）。

Party A shall have sole, exclusive and complete ownership, rights and interests in any and all intellectual properties or intangible assets arising out of or created or developed during the performance of this Agreement by both Parties, including but not limited to copyrights, patents, patent applications, software, technical secrets, trade secrets and others (to the extent not prohibited by the PRC laws). Unless expressly authorized by Party A, Party B is not entitled to any rights or interests in any intellectual property rights of Party A which are used by Party A in providing the services pursuant to this Agreement. To ensure Party A's rights under this Section, where necessary, Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion, for the purposes of vesting the ownership, right or interest of any such intellectual property rights and intangible assets in Party A, and/or perfecting the protections of any such intellectual property rights and intangible assets for Party A (including registering such intellectual property rights and intangible assets under Party A's name).

- 3.2 双方承认及确认有关本协议、本协议内容以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三方披露任何保密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b)根据适用法律法规、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third party, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to

be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

#### 4. 陈述和保证

##### Representations and Warranties

##### 4.1 甲方陈述、保证和承诺如下：

Party A hereby represents, warrants and covenants as follows:

4.1.1 甲方是按照中国法律合法成立并有效存续的外商独资企业；甲方或其指定的服务提供方将根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照（若需）。

Party A is a wholly foreign-owned enterprise legally established and validly existing in accordance with the laws of China; Party A or the service providers designated by Party A will obtain all government permits and licenses necessary for providing the service under this Agreement (if required) before providing such services.

4.1.2 甲方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；甲方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party A's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

4.1.3 本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行义务。

This Agreement constitutes Party A's legal, valid and binding obligations, enforceable against it in accordance with its terms.

##### 4.2 乙方陈述、保证和承诺如下：

Party B hereby represents, warrants and covenants as follows:

4.2.1. 乙方是按照中国法律合法成立且有效存续的公司，乙方获得并将维持从事主营业务所需的全部政府许可、证照。

Party B is a company legally established and validly existing in accordance with the laws of China and has obtained and will maintain



all permits and licenses for engaging in the Principal Business in a timely manner.

4.2.2. 乙方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；乙方对本协议的签署，交付和履行并不违反法律法规的明确规定。Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

4.2.3. 本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行义务。

This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.

## 5. 协议期限

### Term of Agreement

5.1 本协议自双方正式签署之日起生效。除非依据本协议或双方签订的其他协议提前终止，本协议有效期为三十（30）年。除非甲方在期限届满之前书面同意本协议到期终止，本协议的有效期在届满时应自动再延续三十（30）年。

This Agreement shall become effective upon execution by the Parties. Unless earlier terminated in accordance with the provisions of this Agreement or other agreements separately executed between the Parties, the term of this Agreement shall be thirty (30) years. Unless agreed by Party A in writing before the expiration of the term that this Agreement shall terminate upon expiration of its term, the term of this Agreement shall automatically be extended for another thirty (30) years upon expiration date.

5.2 如果在本协议有效期内，任何一方的经营期限届满之前，该方应及时续展其经营期限，并尽最大努力获得主管部门对续展的批准并完成登记，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准，则本协议应于该方经营期限届满之时终止。

During the term of this Agreement, each Party shall renew its operation term prior to the expiration thereof and endeavor to obtain the approval of, and complete registration with, the competent authorities for such renewal, so as to enable this Agreement to remain effective. This Agreement shall be terminated upon the expiration of the operation term of a Party if the application for the renewal of its operation term is not approved by the competent government authorities.

5.3 在本协议终止之后，双方在第3、6、7条和本第5.3条下的权利和义务将继续有效。

The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

## 6. 适用法律和争议解决

### Governing Law and Resolution of Disputes

- 6.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决适用中国的法律。

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

- 6.2 因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果无法通过协商解决，则任何一方均可将有关争议提交给华南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。仲裁的开庭地点为深圳。仲裁裁决是终局性的，对双方均有约束力。

In the event of any dispute with respect to the interpretation 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, either Party may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shenzhen. The arbitration award 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，双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

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

## 7. 违约责任和补偿

### Breach of Agreement and Indemnification

- 7.1 若乙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成乙方在本协议下的违约。甲方有权要求乙方补正或采取补救措施。如在甲方向乙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方仍未补正或采取补救措施，则甲方有权自行决定（1）终止本协议，并要求乙方给予全部的损害赔偿；或者（2）要求强制履行乙方在本协议项下的义务，并要求乙方给予全部的损害赔偿。本条不妨碍甲方在本协议下任何其他权利。

If Party B materially breaches any provision under this Agreement, or fails to perform, performs incompletely or delays to perform any obligation under this Agreement, it shall constitute a breach under this Agreement on the part of Party B. Party A is entitled to require Party B to rectify or take remedial measures. If Party B fails to rectify or take remedial measures within ten (10) days after Party A delivers a written notice to Party B and requires for rectification (or within any other reasonable period required by Party A), Party A is entitled to, at its sole discretion, (1) terminate this Agreement and require Party B to compensate all the losses; or (2) require specific performance of the obligations of Party B under this Agreement and require Party B to compensate all the losses. This Section shall not prejudice any other rights of Party A under this Agreement.

- 7.2 除非法律另有规定，乙方在任何情况均不得单方面终止或解除本协议。  
Unless otherwise required by the applicable laws, Party B shall not unilaterally terminate this Agreement in any event.
- 7.3 就甲方根据本协议向乙方提供的服务所产生或引起的第三方针对甲方的诉讼、索赔或其他请求而招致的任何损失、损害、责任或费用都应由乙方补偿给甲方，以使甲方不受任何损害，除非该损失、损害、责任或费用是因甲方的重大过失或故意不当行为而产生的。  
Party B shall indemnify Party A and hold Party A harmless from any losses, damages, obligations or expenses caused by any lawsuit, claims or other demands raised by any third party against Party A arising from or caused by the services provided by Party A to Party B pursuant this Agreement, except where such losses, damages, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

## 8. 不可抗力

### Force Majeure

- 8.1 若由于地震、台风、洪水、火灾、流行病、战争、暴乱、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（下称“不可抗力”），而致使本协议任何一方不能履行、不能完全履行或延迟履行本协议时，则受上述不可抗力影响的一方不对此承担责任。但该受影响的一方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五（15）天内向另外一方提供不可抗力事件的详情和相关证明文件，解释其此种不能履行、不能完全履行或需要延迟履行的原因。

In the case of any force majeure events ("Force Majeure") such as earthquakes, typhoons, floods, fires, flu, wars, riots, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, which causes the failure of either Party to perform or completely perform this Agreement or perform this Agreement on time, the Party affected by such Force Majeure shall not be liable for this. However, the Party affected by such Force Majeure shall give the other Party written notices without any delay, and shall provide details and related documents

evidencing such event within 15 days after sending out such notice, explaining the reasons for such failure of, partial or delay of performance.

- 8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当的证明，其不得免于其因不能履行、不能完全履行或延迟履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。  
If such Party claiming Force Majeure fails to notify the other Party and furnish it with proof pursuant to the above provision, such Party shall not be excused from the non-performance, incomplete performance or delay of performance of its obligations hereunder. The Party so affected by the event of Force Majeure shall use reasonable efforts to minimize the consequences of such Force Majeure and to promptly resume performance hereunder whenever the causes of such excuse are cured. Should the Party so affected by the event of Force Majeure fail to resume performance hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.
- 8.3 不可抗力发生时，双方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。  
In the event of Force Majeure, the Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.

## 9. 通知 Notices

- 9.1 本协议项下要求的或与本协议有关的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务、传真或电子邮件的方式发到该方以下所列地址。该等通知视为有效送达的日期按如下方式确定：  
All notices and other communications required to be given pursuant to this Agreement or otherwise given in connection with this Agreement shall be delivered personally, or sent by registered mail, prepaid postage, a commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
- 9.1.1 通知如果是以专人递送发出的，则在下列地址被接收，或留置于下列地址之日，为有效送达日：  
Notices given by personal delivery shall be deemed effectively given on the date of receipt at the address set forth below, or the date on which such notices are placed at the address set forth below;

9.1.2 通知如果是以快递服务、挂号邮寄、或邮资预付发出的，则在下列地址被接收、拒收或因任何原因被退件之日，为有效送达日；

Notices given by courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt, refusal or return for any reason at the address set forth below;

9.1.3 通知如果是以传真发出的，则以向下列传真号码成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。通知如果是传电子邮件发出的，则在发件一方收到系统信息显示发件成功或在 24 小时内未收到表明电子邮件未被送达或被退回的系统信息的情况下，以电子邮件成功传送之日为有效送达日。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission to the Fax no. set forth below (as evidenced by an automatically generated confirmation of transmission). Notices given by email shall be deemed effectively given on the date of successful transmission, provided that the sending Party has received a system message indicating successful transmission or has not received a system message within 24 hours indicating failure of delivery or return of email.

9.2 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：大有人在（深圳）科技有限公司

Party A: Dayourenzai (Shenzhen) Technology Co., Ltd.

地址：深圳市福田区福保街道石厦社区石厦北二街西新天世纪商务中心 A.B 座 A4209A26

Address: A4209A26 of Tower A.B, Xintian Century Business Center, west of Shixia North 2nd Street, Shixia Community, Fubao Street, Futian District, Shenzhen

收件人：

Attn:

电子邮件：

Email:

乙方：大合手（深圳）信息科技有限公司

Party B: Daheshou (Shenzhen) Information Technology Co., Ltd.

地址：深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元

Address: Unit 3604 of Tower C, China Resources Land Building, Dachong Community, Yuehai Street, Nanshan District, Shenzhen

收件人：李璵宇

Attn: 13703031550

电子邮件：sam.l@dhssys.com

Email: sam.l@dhssys.com



- 9.3 任何一方可按本条规定的方式随时给另一方发出通知来改变其接收通知的地址。  
Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms of this Section.

**10. 协议的转让  
Assignment**

- 10.1 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。  
Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.
- 10.2 乙方在此同意，除非适用法律另有明确规定，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。  
Party B agrees that unless expressly required by the applicable laws otherwise, Party A may assign its obligations and rights under this Agreement to any third party and in case of such assignment, Party A is only required to give written notice to Party B and does not need any consent from Party B for such assignment.

**11. 协议的可分割性  
Severability**

如果本协议有任何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、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此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那些无效、不合法或不可执行的规定，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、不合法或不能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 held 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 negotiate 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.

**12. 协议的修改、补充  
Amendments and Supplements**

对本协议作出的任何修订、修改与补充，必须经每一方以书面方式作出。经过双方签署的有关本协议的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。

Any amendment, change and supplement to this Agreement shall be made in writing by all of the Parties. Any amendment agreement and supplementary agreement duly executed by the Parties hereto with regard to this Agreement shall constitute an integral part of this Agreement, and shall have equal legal validity as this Agreement.

**13. 继任者**

**Successors**

本协议的条款对各方及各方各自的继任者和经允许的受让方具有约束力，并对其有效。

The terms of this Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns, and shall be valid with respect to the Parties and each of their successors and permitted assigns.

**14. 语言和副本**

**Language and Counterparts**


本协议以中文和英文书就，一式两份，甲乙双方各持一份。如果中文版本和英文版本之间有任何不一致，以中文版本为准。

This Agreement is written in both Chinese and English language in two copies, each Party having one copy. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

有鉴于此，双方已使得经其授权的代表于文首所述日期签署了本独家业务合作协议并即生效，以昭信守。

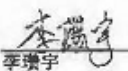
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 大有人在（深圳）科技有限公司  
Party A: Dayourenzai (Shenzhen) Technology Co., Ltd.

签字：  
By:   
姓名：李贻宇  
Name: LI Zanyu  
职位：法定代表人  
Title: Legal Representative



乙方： 大合手（深圳）信息科技有限公司  
Party B: Dabeshou (Shenzhen) Information Technology Co., Ltd.

签字：  
By:   
姓名：李贻宇  
Name: LI Zanyu  
职位：法定代表人  
Title: Legal Representative





**股权质押协议**  
**Equity Interest Pledge Agreement**

本股权质押（下称“本协议”）由以下各方于 2021 年 12 月 15 日在中华人民共和国（下称“中国”）深圳市签订：

This Exclusive Interest Pledge Agreement (this “Agreement”) is executed by and among the following Parties as of 15/12/2021, in Shenzhen, the People’s Republic of China (“China” or the “PRC”):

甲方： 大有人在（深圳）科技有限公司（下称“质权人”），一家依照中国法律设立和存在的外商独资公司，注册地址为深圳市福田区福保街道石厦社区石厦北二街西新天世纪商务中心 A.B 座 A4209A26；

**Party A:** Dayourenzai (Shenzhen) Technology Co., Ltd. (hereinafter the “Pledgee”), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its registered address at A4209A26 of Tower A.B, Xintian Century Business Center, west of Shixia North 2nd Street, Shixia Community, Fubao Street, Futian District, Shenzhen;

乙方 1： 李瓚宇（中国公民，其身份证号码： 442000199002165453）

**Party B1:** LI Zanyu (a Chinese citizen with Identification No. 442000199002165453)

乙方 2： 谢靖（中国公民，其身份证号码： 43078119870329001X）（与乙方 1 单称或合称“出质人”）

**Party B2:** XIE Jing (a Chinese citizen with Identification No. 43078119870329001X) (together with Party B1, collectively as the “Pledgors”, and each a “Pledgor”).

丙方： 大合手（深圳）信息科技有限公司

地址： 深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元

**Party C:** Daheshou (Shenzhen) Information Technology Co., Ltd.

Address: Unit 3604 of Tower C, China Resources Land Building, Dachong Community, Yuehai Street, Nanshan District, Shenzhen

在本协议中，质权人、出质人和丙方以下各称“一方”，合称“各方”。

In this Agreement, Pledgee, each of the Pledgors and Party C shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于：

Whereas:

1. 出质人分别是中国公民或在中国有效注册成立的有限合伙企业，在本协议签署日，合计持有丙方 100% 的股权，代表丙方注册资本人民币 100 万元（RMB1,000,000）。丙方是一家在中国深圳市注册成立的有限责任公司。丙方有意在此确认出质人和质权人在本协议下的权利和义务并提供必要的协助登记该质权；

The Pledgors are either citizens of China or limited partnerships validly registered in China, who as of the date hereof collectively hold 100% of the equity interests of Party C, representing RMB 1,000,000 in the registered capital of Party C. Party

C is a limited liability company registered in Shenzhen, China. Party C acknowledges the respective rights and obligations of the Pledgors and the Pledgee under this Agreement, and intends to provide any necessary assistance in registering the Pledge;

2. 质权人是一家在中国注册的外商独资企业。质权人与丙方签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权协议（定义如下）；出质人签署了授权质权人的授权委托书（定义如下）；  
The Pledgee is a wholly foreign-owned enterprise registered in China. The Pledgee and Party C have executed an Exclusive Business Cooperation Agreement (as defined below); Party C, the Pledgee and the Pledgors have executed an Exclusive Option Agreement (as defined below); each of the Pledgors has executed a Power of Attorney (as defined below) in favor of the Pledgee;
3. 为了保证丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务做出质押担保。  
To ensure that Party C and the Pledgors fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, each of the Pledgors hereby pledges to the Pledgee all of the equity interest that such Pledgor holds in Party C as security for Party C's and such Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney.

为了履行交易文件的条款，各方商定按照以下条款签订本协议。

To perform the provisions of the Transaction Documents (as defined below), the Parties have mutually agreed to execute this Agreement upon the following terms.

#### 1. 定义

##### Definitions

除非本协议另有规定，下列词语含义为：

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 质权：指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所享有的，以出质人质押给质权人的质押股权折价或拍卖、变卖该质押股权的价款优先受偿的权利。  
Pledge: shall refer to the security interest granted by the Pledgors to the Pledgee pursuant to Section 2 of this Agreement, i.e., the right of the Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from the auction or sale of the Equity Interest.
- 1.2 质押股权：指出质人目前合计持有的丙方 100% 的股权，代表丙方注册资本人民币 100 万元，以及其将来合法获得的在丙方的全部股权权益。  
Equity Interest: shall refer to 100% equity interests in Party C currently



held by the Pledgors collectively, representing RMB 1,000,000 in the registered capital of Party C, and all of the equity interest hereafter legally acquired by the Pledgors in Party C.

- 1.3 质押期限：指本协议第3条规定的期间。  
Term of the Pledge: shall refer to the term set forth in Section 3 of this Agreement.
- 1.4 交易文件：指丙方与质权人于2012年12月15日签订的独家业务合作协议（“独家业务合作协议”）；出质人、丙方与质权人于2021年12月15日签订的独家购买权协议（“独家购买权协议”）和出质人于2021年12月15日签署的授权委托书（“授权委托书”），以及对前述文件的任何修改、修订和/或重述。  
Transaction Documents: shall refer to the Exclusive Business Cooperation Agreement executed by and between Party C and the Pledgee on 15/12/2021, (the “Exclusive Business Cooperation Agreement”), the Exclusive Option Agreement executed by and among Party C, the Pledgee and the Pledgors on 15/12/2021, (the “Exclusive Option Agreement”), Power of Attorney executed on 15/12/2021, by the Pledgor (the “Power of Attorney”) and any modification, amendment and restatement to the aforementioned documents.
- 1.5 合同义务：指出质人在独家购买权协议、授权委托书和本协议项下所负的所有义务；丙方在独家业务合作协议、独家购买权协议、和本协议项下所负的所有义务。  
Contract Obligations: shall refer to all the obligations of the Pledgors under the Exclusive Option Agreement, the Power of Attorney and this Agreement; all the obligations of Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.
- 1.6 担保债务：指质权人因出质人和/或丙方在交易文件下的任何违约事件而遭受的全部直接、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、丙方在独家业务合作协议项下应支付的服务费用、在交易文件下的违约赔偿及相关费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。  
Secured Indebtedness: shall refer to 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 on the part of the Pledgors and/or Party C under the Transaction Documents. The amount of such losses shall be calculated based on such factors as the reasonable business plan and profit forecast of the Pledgee, the consulting and service fees payable to the Pledgee under the Exclusive Business Cooperation Agreement, damages and relevant fees under the Transaction Documents, all expenses occurred by the Pledgee in connection with enforcement of any Pledgor's and/or Party C's Contract Obligations and etc.

- 1.7 违约事件：指本协议第 7 条所列任何情况。  
Event of Default: shall refer to any of the circumstances set forth in Section 7 of this Agreement.
- 1.8 违约通知：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 the Pledgee in accordance with this Agreement declaring an Event of Default.

2. 质权  
**Pledge**

- 2.1 出质人兹同意将质押股权按照本协议的约定出质给质权人作为履行义务和偿还担保债务的担保。丙方兹同意出质人按照本协议的约定将质押股权出质给质权人。  
The Pledgors agree to pledge all the Equity Interest as security for performance of the Contract Obligations and payment of the Secured Indebtedness under this Agreement. Party C hereby assents that the Pledgors pledge the Equity Interest to the Pledgee pursuant to this Agreement.
- 2.2 在质押期间，除非适用法律法规禁止，质权人有权收取质押股权所产生的红利或股利。未经质权人事先书面同意，出质人不得获得质押股权上分得的股利或分红。出质人因质押股权而分得的股利或分红在扣除出质人缴纳的个人所得税后应根据质权人的要求（1）存入质权人的指定帐户内，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（2）在中国法律不禁止的范围内，以中国法律允许的方式将此等红利、股利无条件地赠送给质权人或质权人指定的人。  
During the term of the Pledge, unless prohibited by the applicable laws and regulations, the Pledgee is entitled to receive dividends distributed on the Equity Interest. Without the prior written consent of the Pledgee, no Pledgor shall receive dividends distributed on the Equity Interest. Dividends received by any Pledgor(s) on Equity Interest after the deduction of individual income tax paid by such Pledgor(s) shall be, as required by the Pledgee, (1) 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 (2) to the extent not prohibited by the applicable PRC laws, unconditionally donated to the Pledgee or any other person designated by the Pledgee in the manner permitted by the PRC laws.
- 2.3 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权，各方应为此签订进一步的质押协议，并为增加的出资额办理质押登记。  
The Pledgor may subscribe for a capital increase in Party C only with prior written consent of the Pledgee. Any additional equity interest obtained by any Pledgor as a result of such Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest, and the Parties shall enter into further equity pledge agreement for this



purpose and complete registration of the pledge of such additional equity interest.

- 2.4 如丙方根据中国法律的强制性规定需予以解散或清算,在丙方依法完成解散或清算程序后,出质人从丙方依法分配的任何利益,应根据质权人的要求(1)存入质权人的指定帐户内,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(2)在中国法律不禁止的范围内,以中国法律允许的方式无条件地赠予质权人或质权人指定的人。

In the event that Party C is required by PRC law to be liquidated or dissolved, any interest distributed to the Pledgors upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) 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 make any other payment; or (2) to the extent not prohibited by PRC laws, unconditionally donated to the Pledgee or any other person designated by the Pledgee in the manner permitted by the applicable PRC laws.

### 3. 质押期限

#### Term of the Pledge

- 3.1 本质权自本协议项下的质押股权出质在相应的工商行政管理机关登记之日起生效,质权有效期持续到所有合同义务履行完毕和所有的担保债务清偿完毕为止。出质人和丙方应(一)自本协议签署之日起3个工作日内,将本协议的质权登记在丙方股东名册上,并(二)自本协议签署之日起三十(30)日内向相应的工商行政管理机关申请登记本协议项下的质权。各方共同确认,为办理股权出质工商登记手续,各方及丙方其他股东应将本协议或者一份按照丙方所在地工商行政管理部门要求的形式签署的、真实反映本协议项下质权信息的股权质押合同(以下简称“工商登记质押合同”)提交给工商行政管理机关,工商登记质押合同中未约定事项,仍以本协议约定为准。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求,提交所有必要的文件并办理所有必要手续,保证质权在递交申请后尽快获得登记。

The Pledge shall become effective on such date when the pledge of the Equity Interest contemplated herein is registered with the relevant administration for industry and commerce (the "AIC"). The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness has been fully paid. The Pledgors and Party C shall (1) register the Pledge in the shareholders' register of Party C within 3 business days following the execution of this Agreement, and (2) submit an application to the AIC for the registration of the Pledge of the Equity Interest contemplated herein within thirty (30) days following the execution of this Agreement. The parties covenant that for the purpose of registration of the Pledge, the parties hereto and all other shareholders of Party C shall submit to the AIC this Agreement or an equity interest pledge contract in the form required by the AIC at the location of Party C which shall truly reflect the information of the Pledge hereunder (the "AIC Pledge Contract"). For matters not specified in the AIC Pledge Contract, the

Parties shall be bound by the provisions of this Agreement. The Pledgors and Party C shall submit all necessary documents and complete all necessary procedures, as required by the relevant PRC laws and regulations and the competent AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.

- 3.2 质押期限内，如出质人和/或丙方未履行合同义务或支付担保债务，质权人有权但无义务按本协议的规定行使质权。

During the Term of the Pledge, in the event any Pledgor and/or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, the Pledgee shall have the right, but not the obligation, to exercise the Pledge in accordance with the provisions of this Agreement.

#### 4. 质权凭证的保管

##### **Custody of Records for Equity Interest subject to the Pledge**

- 4.1 在本协议规定的质押期限内，出质人应在本协议签订之日起一周内将其在丙方的股权出资证明书及记载质权的股东名册交付质权人保管。质权人将在本协议规定的全部质押期间一直保管这些文件。

During the Term of the Pledge set forth in this Agreement, the Pledgors shall deliver to the Pledgee's custody the capital contribution certificate for the Equity Interest and the shareholders' register containing the Pledge within one week from the execution of this Agreement. The Pledgee shall have custody of such documents during the entire Term of the Pledge set forth in this Agreement.

#### 5. 出质人和丙方的陈述和保证

##### **Representations and Warranties of the Pledgor and Party C**

出质人和丙方特此在本协议签署之日向甲方共同及分别陈述和保证如下：

As of the execution date of this Agreement, each of the Pledgors and Party C hereby jointly and severally represent and warrant to the Pledgee that:

- 5.1 出质人是质押股权唯一的合法所有人。质权人有权以本协议规定的方式处分并转让质押股权。

The Pledgor is the sole legal and beneficial owner of the Equity Interest. The Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.

- 5.2 出质人和丙方均具有全部的权力、能力和授权以签订和交付本协议，并履行其在本协议下的义务。本协议一旦签署即构成出质人和丙方合法、有效及具有约束力的义务，并可按照其条款对其强制执行。

Each of the Pledgor and Party C has the power, capacity and authority to execute and deliver this Agreement, and to perform it/his obligations under this Agreement. This Agreement constitutes the Pledgor's and Party C's legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof.

- 5.3 除本质权之外，出质人未在质押股权上设置任何其他担保权益或其他权



利负担。

Except for the Pledge, the Pledgor has not placed any security interest or other encumbrance on the Equity Interest.

- 5.4 出质人和丙方已经为签署,交付和履行本协议取得政府部门和第三方的同意及批准(若需)。

The Pledgor and Party C have obtained any and all approvals and consents from the applicable government authorities and third parties (if required) for the execution, delivery and performance of this Agreement.

- 5.5 本协议的签署、交付和履行均不会:(i)导致违反任何有关的中国法律;(ii)与丙方章程或其他组织文件相抵触;(iii)导致违反其是一方或对其有约束力的任何合同或文件,或构成其是一方或对其有约束力的任何合同或文件项下的违约;(iv)导致违反向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件;或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

The execution, delivery and performance of this Agreement will not: (i) violate any relevant PRC laws; (ii) conflict with Party C's articles of association or other constitutional documents; (iii) result in any breach of or constitute any default under any contract or document to which it is a party or by which it is otherwise bound; (iv) result in any violation of any condition for the grant and/or maintenance of any permit or approval granted to any Party; or (v) cause any permit or approval granted to any Party to be suspended, cancelled or attached with additional conditions.

## 6. 出质人和丙方的承诺

### Covenants of the Pledgor and Party C

- 6.1 在本协议存续期间,出质人和丙方共同和分别向质权人承诺:

During the term of this Agreement, each of the Pledgors and Party C hereby jointly and severally covenant to the Pledgee:

- 6.1.1 除履行交易文件外,未经质权人事先书面同意,出质人不得转让质押股权或其任何部分,不得在质押股权上设立或允许存在任何担保或其他债务负担;丙方不得同意或协助前述行为;

The Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, without the prior written consent of the Pledgee, except for the performance of the Transaction Documents; Party C shall not assent to or assist in the aforesaid behaviors;

- 6.1.2 出质人和丙方应遵守和执行有关质押的所有适用法律法规的规定,如果收到有关主管机关就质权发出或制定的任何通知、指令或建议时,于五(5)日内向质权人出示上述通知、指令或建议,同时遵守上述通知、指令或建议,或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述;



The Pledgor and Party C shall comply with and carry out all requirements under applicable laws and regulations relating to pledge, and within five (5) days of receipt of any notice, order or recommendation issued or made by the competent authorities regarding the Pledge (if any), shall present the aforementioned notice, order or recommendation to the Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon the Pledgee's reasonable request or upon consent of the Pledgee;

- 6.1.3 出质人和丙方应将任何可能影响质押股权（或其任何部分）的事件或收到的通知，以及可能对出质人在本协议中的任何保证、义务或对出质人履行其在本协议下义务可能产生影响的任何事件或收到的通知及时通知质权人；

Each of the Pledgors and Party C shall promptly notify the Pledgee of any event or notice received by it that may have an impact on the Equity Interest (or any portion thereof,) as well as any event or notice received by it that may have an impact on any guarantees and obligations of the Pledgor under this Agreement or the performance of obligations of the Pledgor under this Agreement;

- 6.1.4 丙方应在其经营期限届满前三（3）个月内办理完成延长经营期限的登记手续，以使本协议的效力得以持续。

Party C shall complete the registration procedures for the extension of the operation term within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.

- 6.2 出质人同意，质权人按本协议条款取得的对质权享有的权利，不应受到出质人或出质人的继任者、继承人或出质人之委托人或任何其他通过法律程序的中断或妨害。

The Pledgors agree that the rights acquired by the Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by the Pledgors or any, successors, heirs or representatives of the Pledgor or any other persons through any legal proceedings.

- 6.3 出质人向质权人保证，为保护或完善本协议对合同义务和担保债务的担保，出质人将诚实签署，并促使其他与质权有利害关系的当事人签署质权人所要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人所要求的行为，并为本协议赋予质权人之权利、授权的行使提供便利，与质权人或其指定的人（自然人/法人）签署所有的有关质押股权所有权的文件，并在合理期间内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。

To protect or perfect the security interest granted by this Agreement for the Contract Obligations and Secured Indebtedness, each of the Pledgors hereby undertakes 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 the Pledgee. The Pledgors also undertakes

to perform and to cause other parties who have an interest in the Pledge to perform actions required by the Pledgee, to facilitate the exercise by the Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with the Pledgee or designee(s) of the Pledgee (natural persons/legal persons). The Pledgors undertake to provide the Pledgee within a reasonable time with all notices, the orders and decisions regarding the Pledge that are required by the Pledgee.

- 6.4 出质人向质权人保证，出质人将遵守、履行本协议项下所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。  
The 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, the Pledgors shall indemnify the Pledgee for all losses resulting therefrom.

## 7. 违约事件

### Event of Breach

- 7.1 下列事项均被视为违约事件：

The following circumstances shall be deemed an Event of Default:

- 7.1.1 出质人对其在交易文件及/或本协议项下的任何义务的违反；

Any Pledgor's any breach to any obligations under the Transaction Documents and/or this Agreement.

- 7.1.2 丙方对其在交易文件及/或本协议项下的任何义务的违反。

Party C's any breach to any obligations under the Transaction Documents and/or this Agreement.

- 7.2 如知道或发现本第7.1条所述的任何事项或可能导致上述事项的事件已经发生，出质人和丙方应立即以书面形式通知质权人。

Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, such Pledgor(s) and Party C shall immediately notify the Pledgee in writing accordingly.

- 7.3 除非第7.1条下的违约事件在质权人向出质人和/或丙方发出要求其纠正此违约行为通知后的二十（20）天之内已经按质权人要求得到补救，质权人在其后的任何时间，可向出质人发出书面违约通知，要求依据第8条行使质权。

Unless an Event of Default set forth in Section 7.1 has been successfully resolved to the Pledgee's satisfaction within twenty (20) days after the Pledgee and/or Party C delivers a notice to such Pledgor(s) requesting ratification of such Event of Default, the Pledgee may issue a Notice of Default to such Pledgor(s) in writing at any time thereafter, demanding the Pledgor to immediately exercise the Pledge in accordance with the



provisions of Section 8 of this Agreement.

## 8. 质权的行使

### Exercise of the Pledge

- 8.1 在质权人行使其质押权利时，质权人应向出质人发出书面违约通知。  
The Pledgee shall issue a written Notice of Default to the Pledgors when it exercises the Pledge.
- 8.2 受限于第 7.3 条的规定，质权人可在按第 8.1 条发出违约通知之后的任何时间里对质权行使处分的权利。  
Subject to the provisions of Section 7.3, the Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1.
- 8.3 质权人有权在根据第 8.1 条发出违约通知后，行使其根据中国法律、交易文件及本协议条款而享有的全部违约救济权利，包括但不限于以质押股权折价或以拍卖、变卖质押股权所得的价款以优先受偿。质权人对其合理行使该等权利和权力造成的任何损失不负责任。  
After the Pledgee issues a Notice of Default to the Pledgor(s) in accordance with Section 8.1, the Pledgee may exercise any remedy measure under the applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from the auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.
- 8.4 质权人行使质权获得的款项，应优先支付因处分质押股权而应缴的税款和费用以及向质权人履行合同义务及偿还担保债务。扣除上述款项后如有余款，质权人应将余款交还出质人或根据有关法律、法规对该款项享有权利的其他人或者向出质人所在地公证机关提存，由此所生之任何费用全部由出质人承担；在中国法律不禁止的范围内，出质人应以中国法律允许的方式将上述款项无条件地赠予质权人或质权人指定的人。  
The proceeds from the exercise of the Pledge by the Pledgee shall be used to pay for the taxes and expenses incurred as a result of disposing the Equity Interest and to perform the Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance shall be returned to the Pledgor(s) or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where such Pledgor(s) reside(s), with all expenses incurred being borne by the Pledgor(s). To the extent not prohibited by the applicable PRC laws, the Pledgor(s) shall unconditionally donate the aforementioned proceeds to the Pledgee or any other person designated by the Pledgee in the manner permitted by the PRC laws.
- 8.5 质权人有权选择同时或先后行使其享有的任何违约救济。质权人在行使

本协议项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

The Pledgee may exercise any remedy measure available to it simultaneously or in any order. The Pledgee may exercise the priority right in compensation based on the monetary valuation that such Equity Interest is converted into or with the proceeds from the auction or sale of the Equity Interest under this Agreement, without being required to exercise any other remedy measure first.

- 8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

The Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and the Pledgors or Party C shall not raise any objection to such exercise.

- 8.7 质权人依照本协议处分质权时，出质人和丙方应予以必要的协助，以使质权人实现其质权。

When the Pledgee disposes of the Pledge in accordance with this Agreement, the Pledgors and Party C shall provide the necessary assistance to enable the Pledgee to enforce the Pledge in accordance with this Agreement.

## 9. 违约责任

### Breach of Agreement

- 9.1 若出质人或丙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成出质人或丙方（视情况而定）在本协议下的违约。质权人有权要求出质人或丙方补正或采取补救措施。如在质权人向出质人或丙方发出书面通知并提出补正要求后的十（10）天内（或质权人要求的其他合理期限内）出质人或丙方（视情况而定）仍未补正或采取补救措施，则质权人有权自行决定（1）终止本协议，并要求出质人或丙方（视情况而定）给予全部的损害赔偿；或者（2）要求强制履行出质人或丙方（视情况而定）在本协议项下的义务，并要求出质人或丙方（视情况而定）给予全部的损害赔偿。本条不妨碍质权人在本协议下任何其他权利。

If any of the Pledgors or Party C materially breaches any provision under this Agreement, or fails to perform, performs incompletely or delays to perform any obligation under this Agreement, it shall constitute a breach under this Agreement on the part of such Pledgor(s) or Party C (as the case may be). The Pledgee is entitled to require such Pledgor(s) or Party C to rectify or take remedial measures. If within ten (10) days after the Pledgee delivers a written notice to such Pledgor(s) or Party C and requires for rectification (or within any other reasonable period required by the Pledgee), such Pledgor(s) or Party C (as the case may be) fails to rectify or take remedial measures, the Pledgee is entitled to, at its sole discretion, (1) terminate this Agreement and require such Pledgor(s) or Party C (as the case may be) to compensate all the losses; or (2) require specific performance of the obligations of such Pledgor(s) or Party C (as the case



may be) under this Agreement and require such Pledgor(s) or Party C (as the case may be) to compensate all the losses. This Section shall not prejudice any other rights of the Pledgee under this Agreement.

- 9.2 除非法律另有规定,出质人或丙方在任何情况均不得单方面终止或解除本协议。  
The Pledgors or Party C shall not have any right to terminate this Agreement unilaterally in any event unless otherwise required by the applicable laws.

## 10. 转让 Assignment

- 10.1 除非经质权人事先同意,出质人和丙方均不得转让或分派其在本协议项下的权利义务。

Without the Pledgee's prior written consent, neither the Pledgors nor Party C shall assign or delegate its/his rights and obligations under this Agreement.

- 10.2 本协议对出质人及其继任者、继承人(包括继承质押股权的)和经允许的受让方均具有约束力,并对其有效。

This Agreement shall be binding on the Pledgors and his/her successors, heirs (including who inherited the Equity Interest) and permitted assigns, and shall be valid with respect to the Pledgee and each of his/her successors, heirs and permitted assigns.

- 10.3 质权人可以在任何时候将其在交易文件和本协议中的所有或任何权利和义务转让给其指定的人,在这种情况下,受让人应享有和承担交易文件和本协议项下质权人享有和承担的权利和义务,如同其作为原协议方应享有和承担的一样。

At any time, the Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assignees shall have the rights and obligations of the Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.

- 10.4 因转让所导致的质权人变更后,应质权人要求,出质人和/或丙方应与新的质权人签订一份内容与本协议一致的新质押协议,并在相应的工商行政管理机关进行登记。

In the event of change of the Pledgee due to assignment, the Pledgors and/or Party C shall, at the request of the Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the competent AIC.

- 10.5 出质人和丙方应严格遵守本协议和各方单独或共同签署的其他有关协议的规定,包括交易文件,履行交易文件项下的义务,并不进行任何足以影响协议的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，出质人不得行使其对质押股权还留存的权利。

The Pledgors and Party C 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 Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of the Pledgors with respect to the Equity Interest pledged hereunder shall not be exercised by the Pledgors except in accordance with the written instructions of the Pledgee.

## 11. 终止

### Termination

- 11.1 在出质人和丙方充分、完全地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的要求，在尽早合理可行的时间内，解除本协议下的质押股权的质押，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。

Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by the Pledgors and Party C, the Pledgee shall release the Pledge under this Agreement upon the Pledgors' request as soon as reasonably practicable and shall assist the Pledgor in de-registering the Pledge from the shareholders' register of Party C and with the competent PRC local administration for industry and commerce.

- 11.2 本协议第 9、13、14 条和本第 11.2 条的规定在本协议终止后继续有效。  
The provisions under Sections 9, 13, 14 and 11.2 herein of this Agreement shall survive the expiration or termination of this Agreement.

## 12. 手续费及其他费用

### Handling Fees and Other Expenses

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、费用等全部由丙方承担。

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 Party C.

## 13. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(a) 公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b) 根据适用法律法规、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c) 由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，



而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

#### 14. 适用法律和争议的解决

##### **Governing Law and Resolution of Disputes**

- 14.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中国法律。

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

- 14.2 因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果无法通过协商解决，则任何一方均可将有关争议提交给华南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。仲裁的开庭地点为深圳。仲裁裁决是终局性的，对各方均有约束力。

In the event of any dispute with respect to the interpretation 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, either Party may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shenzhen. The arbitration award shall be final and binding on both Parties.

- 14.3 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，本协议各方仍应继续行使各自在本协议项下的其他权利并

履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the interpretation 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.

**15. 通知**  
**Notices**

15.1 本协议项下要求的或与本协议有关的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务、传真或电子邮件的方式发到该方以下所列地址。该等通知视为有效送达的日期按如下方式确定：All notices and other communications required to be given pursuant to this Agreement or otherwise given in connection with this Agreement shall be delivered personally, or sent by registered mail, prepaid postage, a commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

15.1.1 通知如果是以专人递送发出的，则在以下列地址被接收，或留置于下列地址之日，为有效送达日；

Notices given by personal delivery shall be deemed effectively given on the date of receipt at the address set forth below, or the date on which such notices are placed at the address set forth below

15.1.2 通知如果是以快递服务、挂号邮寄、或邮资预发出发的，则在以下列地址被接收、拒收或因任何原因被退件之日，为有效送达日；

Notices given by courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt, refusal or return for any reason at the address set forth below;

15.1.3 通知如果是以传真发出的，则以向下列传真号码成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。通知如果是传电子邮件发出的，则在发件一方收到系统信息显示发件成功或在 24 小时内未收到表明电子邮件未被送达或被退回的系统信息的情况下，以电子邮件成功传送之日为有效送达日。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission to the Fax no. set forth below (as evidenced by an automatically generated confirmation of transmission). Notices given by email shall be deemed effectively given on the date of successful transmission, provided that the sending Party has received a system message indicating successful transmission or has not received a system message within 24 hours indicating failure of delivery or return of email.

15.2 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:



质权人: 大有人在(深圳)科技有限公司  
Pledge: Dayourenzai (Shenzhen) Technology Co., Ltd.  
地址: 深圳市福田区福保街道石厦社区石厦北二街西新天世纪商务  
中心 A.B 座 A4209A26  
Address: A4209A26 of Tower A.B, Xintian Century Business Center,  
west of Shixia North 2nd Street, Shixia Community, Fubao Street,  
Futian District, Shenzhen  
收件人:  
Attn:  
电子邮件:  
Email:

乙方 1: 李璜宇  
Party B1: LI Zanyu  
地址: 深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元  
Address: Unit 3604 of Tower C, China Resources Land Building,  
Dachong Community, Yuehai Street, Nanshan District, Shenzhen  
电子邮件: sam.l@dhssys.com  
Email:

乙方 2: 谢靖  
Party B2: XIE Jing  
地址: 深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元  
Address: Unit 3604 of Tower C, China Resources Land Building,  
Dachong Community, Yuehai Street, Nanshan District, Shenzhen  
电子邮件: charles.x@dhssys.com  
Email:

丙方: 大合手(深圳)信息科技有限公司  
Party C: Daheshou (Shenzhen) Information Technology Co., Ltd.  
地址: 深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元  
Address: Unit 3604 of Tower C, China Resources Land Building,  
Dachong Community, Yuehai Street, Nanshan District, Shenzhen  
收件人: 李璜宇  
Attn:  
电子邮件: sam.l@dhssys.com  
Email:

- 15.3 任何一方可按本条规定的方式随时给其他各方发出通知来改变其接收通知的地址。  
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms of this Section.

16. 分割性  
Severability

如果本协议有任何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、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此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那些无效、不合法或不可执行的规定，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、不合法或不能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 Contract are held 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 Contract 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.

#### 17. 附件

##### **Attachments**

本协议所列附件，为本协议不可分割的组成部分。

The attachments set forth herein shall be an integral part of this Agreement.

#### 18. 生效和修改

##### **Effectiveness and Amendments**

- 18.1 本协议自各方正式签署之日起生效，直至合同义务全部履行完毕和担保债务全部清偿完毕时终止。

This Agreement shall become effective upon execution by the Parties, until the Contract Obligations have been fully performed and the Secured Indebtedness have been fully paid.

- 18.2 对本协议作出的任何修订、修改与补充，必须经每一方以书面方式作出。经过各方签署的有关本协议的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。

Any amendment, change and supplement to this Agreement shall be made in writing by all of the Parties. Any amendment agreement and supplementary agreement duly executed by the Parties hereto with regard to this Agreement shall constitute an integral part of this Agreement, and shall have equal legal validity as this Agreement.

#### 19. 语言和副本

##### **Language and Counterparts**

本协议以中文和英文书就，一式五份，质权人、出质人和丙方各持一份，剩余一份用于登记。如果中文版本和英文版本之间有任何不一致，以中文版本为准。

This Agreement is written in Chinese and English in five copies. Each of the Pledgors, the Pledgee and Party C shall hold one copy respectively and the other

copy shall be used for registration. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

本页其余部分刻意留为空白  
*The Remainder of this page is intentionally left blank*

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本股权质押协议并即生效，以昭信守。

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

质权人： 大有人在（深圳）科技有限公司  
Pledgee: Dayourenzai (Shenzhen) Technology Co., Ltd.

签字：   
By: \_\_\_\_\_  
姓名： 李璜宇  
Name: LI Zanyu  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本股权质押协议并即生效，以昭信守。

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

出质人：

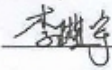
Pledgor:

乙方 1: 李贻宇

Party B1: LI Zanyu

签字:

By:



乙方 2: 谢靖

Party B2: XIE Jing

签字:

By:





有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本股权质押协议并即生效，以昭信守。

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

丙方： 大合手（深圳）信息科技有限公司

**Party C:** Daheshou (Shenzhen) Information Technology Co., Ltd.

签字：

By:  \_\_\_\_\_

姓名：李贻宇

Name: LI Zanyu

职位：法定代表人

Title: Legal Representative

附件:

**Attachments:**

1. 丙方股东名册;  
Shareholders' Register of Party C;
2. 丙方的出资证明书;  
The Capital Contribution Certificate for Party C;
3. 独家业务合作协议;  
Exclusive Business Cooperation Agreement;
4. 独家购买权协议;  
Exclusive Option Agreement;
5. 授权委托书。  
Power of Attorney.





独家购买权协议  
Exclusive Option Agreement

本独家购买权协议（下称“本协议”）由以下各方于 2021 年 12 月 15 日在中华人民共和国（下称“中国”）深圳市签订：

This Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of 15/12/2021, in SHENZHEN, the People’s Republic of China (“China” or the “PRC”):

甲方： 大有人在（深圳）科技有限公司  
地址： 深圳市福田区福保街道石厦社区石厦北二街西新天世纪商务中心 A.B 座 A4209A26

**Party A:** Dayourenzai (Shenzhen) Technology Co., Ltd.  
**Address:** A4209A26 of Tower A.B, Xintian Century Business Center, west of Shixia North 2nd Street, Shixia Community, Fubao Street, Futian District, Shenzhen

乙方 1: 李瓚宇（中国公民，其身份证号码： 442000199002165453）

**Party B1:** LI Zanyu (a Chinese citizen with Identification No. 442000199002165453)

乙方 2: 谢靖（中国公民，其身份证号码： 43078119870329001X）（与乙方 1、单称或合称“乙方”）

**Party B2:** XIE Jing (a Chinese citizen with Identification No. 43078119870329001X) (together with Party B1, collectively or respectively, the “Party B”)

丙方： 大合手（深圳）信息科技有限公司  
地址： 深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元

**Party C:** Daheshou (Shenzhen) Information Technology Co., Ltd.  
**Address:** Unit 3604 of Tower C, China Resources Land Building, Dachong Community, Yuehai Street, Nanshan District, Shenzhen

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, each of Party A, Party B and Party C shall be hereinafter referred to as a “Party” individually, and as the “Parties” collectively.

鉴于：

Whereas:

- 乙方是丙方的股东；在本协议签署日，乙方合计持有丙方 100% 的股权，代表丙方注册资本人民币 100 万元（RMB1,000,000）。  
Party B are the shareholders of Party C and as of the date hereof collectively hold 100% of the equity interests of Party C, representing RMB 1,000,000 in the registered capital of Party C.

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

乙方在此不可撤销地、无条件地授予甲方一项专有权(“股权购买权”), 允许甲方在中国法律允许的前提下, 按照甲方自行决定的行使步骤, 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(“被指定人”)从乙方购买其届时所持有的丙方的全部或部分股权。除甲方和被指定人外, 任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方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 Party C 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”). 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 Party B. Party C hereby agrees to the grant by Party B 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.

### 1.2 行使步骤

#### Steps for Exercise of the 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)甲方关于行使股权购买权的决定, 及被指定人的名称(若有); (b)甲方或被指定人拟从乙方购买的股份份额(“被购买股权”); 和(c)被购买股权的购买日/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, and the name of the Designee(s) if any; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the “Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for the transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

Optioned Interests 被购买股权

甲方行使股权购买权购买乙方持有的全部被购买股权的总价应为 10 元（或以甲方（或被指定人）与乙方另行签订的股权转让合同中所列的为准，前提是该价格不违反中国法律法规的规定且被甲方认可）（“基准买价”）；甲方行使股权购买权购买乙方在丙方持有的部分被购买股权时，股权买价按照比例计算。如果在甲方行使股权购买权时，中国法律对被购买股权的转让价格有任何强制性规定，导致法律允许的最低价格高于基准买价，则转让价格应以中国法律所允许的该最低价格为基准（统称“股权买价”），在此种情况下，乙方应以中国法律允许的方式将其获得的所有高出基准买价部分的金额及时赠予甲方或甲方指定的任何人。

The total price for the purchase by Party A of all Optioned Interests held by Party B upon exercise of the Equity Interest Purchase Option by Party A shall be RMB 10 (or the price as set forth in the equity transfer agreement to be executed between Party A (or the Designee) and Party B separately, provided that such price does not violate PRC laws and regulations and is acceptable to Party A) (the "Base Price"); if Party A exercises the Equity Interest Purchase Option to purchase part of the Optioned Interests held by Party B in Party C, then the purchase price shall be calculated on a pro rata basis. If at the time when Party A exercises the Equity Interest Purchase Option, the PRC laws impose mandatory requirements on the purchase price of such Optioned Interests, such that the minimum price permitted under PRC law exceeds the Base Price, then the purchase price shall be such minimum price permitted by PRC law (collectively, the "Equity Interest Purchase Price"), in which case the Party B shall promptly donate all of the amount exceeding the Base Price received by it to Party A or any other person designated by Party A in the manner permitted by the applicable PRC laws.

#### 1.4 转让被购买股权

##### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C 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 就乙方向甲方和/或被指定人转让被购买股权，乙方应取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the Optioned Interests by Party B to Party A and/or the Designee(s) and waiving any right of first refusal with respect thereto;



- 1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract 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 Equity Interest Purchase Option Notice regarding the Optioned Interests;

- 1.4.4 乙方应在收到股权购买通知后三十（30）日内，与有关方签署所有必要的合同、协议或文件，取得全部所需的政府批准和同意，并完成所有必要登记、备案手续，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买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、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益；本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于本协议签署之日签订的股权质押协议及其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及其的任何修改、修订或重述。

Party B shall, within thirty (30) days after receipt of the Equity Interest Purchase Option Notice, execute all necessary contracts, agreements or documents with relevant parties, obtain all necessary government approvals and permits, and complete all necessary registrations and filings, so as 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, Party B’s Equity Interest Pledge Agreement and Party B’s Power of Attorney; “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modification, amendment and restatement thereto.; “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modification, amendment and restatement thereto.

## 2. 承诺 Covenants

## 2.1 有关丙方的承诺

### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby 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、更改或修改丙方公司章程文件，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 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，保持其公司的存续，取得和维持丙方从事业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务；  
They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs;
- 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重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；  
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 material assets of Party C or legal or beneficial interest in the material business or revenues of Party C, or allow the encumbrance thereon of any security interest;
- 2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；  
Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;
- 2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以对丙方的经营状况和资产价值产生不利影响的作为/不作为；  
They shall always operate all of Party C's businesses within the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may adversely affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意，不得让丙方签订任何重大合同，但在正常业务过程中签订的合同除外（就本段而言，如果一份合同的总金额超过人民币 50 万元，即被视为重大合同）；  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB 500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意，丙方不得向任何人提供贷款或信贷；  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit;
- 2.1.8 应甲方要求，向其提供所有关于丙方的营运和财务状况的资料；  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求，丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险，该保险的金额和险种应与经营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 and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意，丙方不得与任何人合并或联合，或对任何人进行收购或投资；  
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;
- 2.1.11 将发生的或可能发生的任何与丙方资产、业务、收入或股权有关的诉讼、仲裁或行政程序立即通知甲方；  
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, revenue or equity interest;
- 2.1.12 为保持丙方对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
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, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;



- 2.1.13 未经甲方事先书面同意,不得以任何形式派发股息予各股东,但一经甲方要求,丙方应立即将其所有可分配利润全部立即分配给其各股东;  
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 根据甲方的要求,委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意,不得从事任何与甲方或甲方的关联公司相竞争的业务;  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求,未经甲方书面同意,丙方不得解散或清算;  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A;
- 2.1.17 一旦中国法律允许外商可以在中国控股和/或独资投资乙方所从事的主要业务,并且中国相关主管部门开始审批此项业务,经甲方行使股权购买权,乙方应当立即将其持有丙方的股权转让给甲方或被指定人。  
Once PRC laws permits foreign investors to invest in the principal business of Party C in China, with a controlling stake and/or in the form of wholly foreign-owned enterprises, and the competent government authorities of China begin to approve such investments, upon Party's exercise of the Equity Interest Purchase Option, Party B shall immediately transfer to Party A or the Designee(s) the equity interest in Party C held by Party B.

2.2 乙方的承诺  
Covenants of Party B

乙方承诺:

Party B hereby covenants as follows:

- 2.2.1 未经甲方的事先书面同意,不出售、转让、抵押或以其他方式处置其拥有的丙方的股权的合法或受益权益,或允许在其上设置任何其他担保权益,但根据乙方股权质押协议、乙方授权委托书和本协议设置的权益除外;  
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 Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement, Party B's Power of Attorney and this Agreement;

- 2.2.2 确保丙方股东会和/或董事会（或执行董事）在未经甲方事先书面同意的情况下，不得批准乙方所持有的丙方股权上的任何合法权益或受益权的出售、转让、抵押或以其他方式的处置，也不得批准在其上设置任何其他担保权益，但根据乙方股权质押协议、乙方授权委托书和本协议设置的权益除外；  
Without the prior written consent of Party A, Party B shall ensure the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement, Party B's Power of Attorney and this Agreement;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会和/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、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 Party C held by Party B;
- 2.2.5 确保丙方股东会或董事（或执行董事）表决赞成本协议规定的被购买股权的转让并应甲方之要求采取其他任何行动；  
Party B shall ensure the shareholders' meeting or the directors (or the executive director) of Party C to vote in favor 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;
- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate



complaints, and raise necessary or appropriate defenses against all claims;

- 2.2.7 应甲方的要求, 委任由其指定的任何人士出任丙方的董事或执行董事;

Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;

- 2.2.8 乙方同意丙方的其他股东(如有)与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书, 并保证不会采取与该等其他股东签署的任何该等文件相冲突的行为; 对于丙方的任何其他股东(如有)根据其各自签署的独家购买权协议向甲方和/或被指定人转让其在丙方的股权, 乙方在此放弃其所享有的所有优先购买权(如有)。

Party B gives consent to the execution by each of the other shareholders of Party C (if any) with Party A and Party C of the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, and undertakes not to take any action in conflict with such documents executed by such other shareholders; with respect to the transfer of equity interest of Party C by any of the other shareholders (if any) of Party C to Party A and/or the Designee(s) pursuant to such shareholder's exclusive option agreement, Party B hereby waives all of its right of first refusal (if any).

- 2.2.9 如乙方从丙方获得任何利润分配、股息、分红、或清算所得, 乙方应以中国法律允许的方式将该利润、股息、分红、或清算所得及时赠予甲方或甲方指定的任何人; 和

If Party received any profit distribution, interest, dividend or proceeds of liquidation from Party C, Party B shall promptly donate all such profit distribution, interest, dividend or proceeds of liquidation to Party A or any other person designated by Party A in the manner permitted by the applicable PRC laws; and

- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定, 切实履行该等协议项下的各项义务, 并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权, 还留存有任何权利, 除非甲方书面指示, 否则乙方仍不得行使该权利。

Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, 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. To the extent that Party B has any remaining rights with respect to the equity interests subject

to this Agreement hereunder or under the Party B's Equity Interest Pledge Agreement or under the Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

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

- 3.1 其具有全部的权力、能力和授权以签订和交付本协议以及根据本协议为每一次转让被购买股权而由其作为一方签订的任何股权转让合同（各称为“转让合同”），并履行其在本协议和任何转让合同项下的义务。乙方和丙方同意在甲方行使股权购买权时，他们将签署与本协议条款实质一致的转让合同。本协议以及由其作为签署方的各转让合同，一旦签署即构成或将对对其构成合法、有效及具有约束力的义务，并可按照其条款对其强制执行；

They have the power, capacity and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning each transfer of the Optioned Interests as described thereunder (each, a "Transfer Contract"), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts substantially consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；

Party B and Party C have obtained any and all approvals and consents from the competent government authorities and third parties (if required) for the execution, delivery and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会：(i)导致违反任何有关的中国法律；(ii)与丙方章程或其他组织文件相抵触；(iii)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(iv)导致违反有关向任何一方颁发的任何许可或批准的授予和（或）继续有效的任何条件；或(v)导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件；

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts 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;

- 3.4 乙方对其在丙方拥有的股权拥有合法和完整的所有权。除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益或权利负担；  
Party B has the legal and complete title to the equity interests held by it in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest or encumbrances on such equity interests;
- 3.5 丙方是根据中国法律合法设立并有效存续的有限责任公司，丙方对其在业务经营中使用的资产拥有合法和完整的所有权，丙方在上述资产上没有设置任何担保权益；  
Party C is a limited liability company duly organized and validly existing under the laws of the PRC. Party C has the legal and complete title to all of the assets used in connection with its business operation, and has not placed any security interest on the aforementioned assets;
- 3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；  
Party C does not have any outstanding debts, except for (i) debt incurred during the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.
- 3.7 丙方在重大方面遵守所有中国法律法规的规定；和  
Party C has complied with all PRC laws and regulations in material aspects; and
- 3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。  
There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

#### 4. 有效期

##### Effective Date and Term

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。



This Agreement shall become effective upon execution by the Parties, and remain effective until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

5. 适用法律与争议解决

Governing Law and Resolution of Disputes

5.1 适用法律

Governing Law

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。

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

5.2 争议的解决方法

Methods of Resolution of Disputes

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果无法通过协商解决，则任何一方均可将有关争议提交给华南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。仲裁的开庭地点为深圳。仲裁裁决是终局性的，对各方均有约束力。

In the event of any dispute with respect to the interpretation 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, either Party may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with the arbitration rules of such arbitration commission effective at that time. The place of the hearing of the arbitration shall be Shenzhen. The arbitration award shall be final and binding on both Parties.

6. 税款、费用

Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, 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 Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

7. 通知

## Notices

- 7.1 本协议项下要求的或与本协议有关的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付、商业快递服务、传真或电子邮件的方式发到该方以下所列地址。该等通知视为有效送达的日期按如下方式确定：
- All notices and other communications required to be given pursuant to this Agreement or otherwise given in connection with this Agreement shall be delivered personally, or sent by registered mail, prepaid postage, a commercial courier service, facsimile transmission or email to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
- 7.1.1 通知如果是以专人递送发出的，则在下列地址被接收，或留置于下列地址之日，为有效送达日；  
Notices given by personal delivery shall be deemed effectively given on the date of receipt at the address set forth below, or the date on which such notices are placed at the address set forth below;
- 7.1.2 通知如果是以快递服务、挂号邮寄、或邮资预付发出的，则在下列地址被接收、拒收或因任何原因被退件之日，为有效送达日；  
Notices given by courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt, refusal or return for any reason at the address set forth below;
- 7.1.3 通知如果是以传真发出的，则以向下列传真号码成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。通知如果是传电子邮件发出的，则在发件一方收到系统信息显示发件成功或在 24 小时内未收到表明电子邮件未被送达或被退回的系统信息的情况下，以电子邮件成功传送之日为有效送达日。  
Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission to the Fax no. set forth below (as evidenced by an automatically generated confirmation of transmission). Notices given by email shall be deemed effectively given on the date of successful transmission, provided that the sending Party has received a system message indicating successful transmission or has not received a system message within 24 hours indicating failure of delivery or return of email.
- 7.2 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:
- 甲方：大有人在（深圳）科技有限公司  
Party A: Dayourenzai (Shenzhen) Technology Co., Ltd.  
地址：深圳市福田区福保街道石厦社区石厦北二街西新天世纪商务中心 A.B 座 A4209A26

Address: A4209A26 of Tower A.B, Xintian Century Business Center,  
west of Shixia North 2nd Street, Shixia Community, Fubao  
Street, Futian District, Shenzhen

收件人:

Attn:

电子邮件:

Email:

乙方 1: 李璜宇

Party B1: LI Zanyu

地址: 深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元

Address: Unit 3604 of Tower C, China Resources Land Building,  
Dachong Community, Yuehai Street, Nanshan District,  
Shenzhen

电子邮件: sam.l@dhssys.com

Email:

乙方 2: 谢靖

Party B2: XIE Jing

地址: 深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元

Address: Unit 3604 of Tower C, China Resources Land Building,  
Dachong Community, Yuehai Street, Nanshan District,  
Shenzhen

电子邮件: charles.x@dhssys.com

Email:

丙方: 大合手(深圳)信息科技有限公司

Party C: Daheshou (Shenzhen) Information Technology Co., Ltd.

地址: 深圳市南山区粤海街道大冲社区华润置地大厦 C 座 3604 单元

Address: Unit 3604 of Tower C, China Resources Land Building,  
Dachong Community, Yuehai Street, Nanshan District,  
Shenzhen

收件人: 李璜宇

Attn:

电子邮件: sam.l@dhssys.com

Email:

7.3 任何一方可按本条规定的方式随时给其他方发出通知来改变其接收通知的地址。

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

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容,以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密,而在未得到其他方书面同意前,不得向任何第三者披露任何保



密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b)根据适用法律法规、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

The Parties acknowledge that the existence and the terms of this Agreement, and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of other Parties, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, directors, employees, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, directors, employees, legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the shareholders, director, employees of, or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement.

#### 9. 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，以及为执行本协议的各项规定和目的而采取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.

#### 10. 违约责任

##### Breach of Agreement

10.1 若乙方或丙方实质性违反本协议项下的任何一项约定，或不履行、不完全履行或迟延履行本协议项下的任何一项义务，即构成乙方或丙方（视情况而定）在本协议下的违约。甲方有权要求乙方或丙方补正或采取补救措施。如在甲方向乙方或丙方发出书面通知并提出补正要求后的十（10）天内（或甲方要求的其他合理期限内）乙方或丙方（视情况而定）仍未补正或采取补救措施，则甲方有权自行决定（1）终止本协议，并要求乙方或丙方（视情况而定）给予全部的损害赔偿；或

者 (2) 要求强制履行乙方或丙方 (视情况而定) 在本协议项下的义务, 并要求乙方或丙方 (视情况而定) 给予全部的损害赔偿。本条不妨碍甲方在本协议下任何其他权利。

If Party B or Party C materially breaches any provision under this Agreement, or fails to perform, performs incompletely or delays to perform any obligation under this Agreement, it shall constitute a breach under this Agreement on the part of Party B or Party C (as the case may be). Party A is entitled to require Party B or Party C to rectify or take remedial measures. If within ten (10) days after Party A delivers a written notice to Party B or Party C and requires for rectification (or within any other reasonable period required by Party A), Party B or Party C (as the case may be) fails to rectify or take remedial measures, Party A is entitled to, at its sole discretion, (1) terminate this Agreement and require Party B or Party C (as the case may be) to compensate all the losses; or (2) require specific performance of the obligations of Party B or Party C (as the case may be) under this Agreement and require Party B or Party C (as the case may be) to compensate all the losses. This Section shall not prejudice any other rights of Party A under this Agreement.

- 10.2 除非法律另有规定, 乙方或丙方在任何情况均不得单方面终止或解除本协议。

Party B or Party C shall not terminate this Agreement unilaterally in any event unless otherwise required by the applicable laws.

## 11. 其他

### Miscellaneous

#### 11.1 修订、修改与补充

Amendments, changes and supplements

对本协议作出的任何修订、修改与补充, 必须经每一方以书面方式作出。经过各方签署的有关本协议的修改协议和补充协议是本协议的组成部分, 具有与本协议同等的法律效力。

Any amendment, change and supplement to this Agreement shall be made in writing by all of the Parties. Any amendment agreement and supplementary agreement duly executed by the Parties hereto with regard to this Agreement shall constitute an integral part of this Agreement, and shall have equal legal validity as 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、补充或修改以外, 本协议构成本协议各方就本协议标的物所达成的完整合同, 取代在此之前就本协议标的物所达成的所有口头或书面的协商、陈述和协议。

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.

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各项规定的含义。

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 可分割性  
Severability

如果本协议有任何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、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此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那些无效、不合法或不可执行的规定，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、不合法或不能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 held 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.

11.5 继任者  
Successors

本协议的条款对各方及各方各自的继任者、继承人（包括继承被购买股权的）和经允许的受让方具有约束力，并对其有效。

The terms of this Agreement shall be binding on the Parties hereto and their respective successors, heirs (including who inherited the Optioned Interests) and permitted assigns, and shall be valid with respect to the Parties and each of their successors, heirs and permitted assigns.

11.6 继续有效  
Survival

11.6.1 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继续有效。  
Any obligations that occurred or that are due in connection with this Agreement before the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.6.2 本协议第 5、8、10 条和本第 11.6 条的规定在本协议终止后继续有效。  
The provisions of Sections 5, 8, 10 and this Section 11.6 shall survive the termination of this Agreement.

11.7 弃权  
Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

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.

11.8 语言  
Language

本协议以中文和英文书就，一式四份，各方各持一份。如果中文版本和英文版本之间有任何不一致，以中文版本为准。

This Agreement is written in both Chinese and English language in quadruplicate, each Party having one copy. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议并即生效，以昭信守。

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

甲方： 大有人在（深圳）科技有限公司

Party A: Dayourenzai (Shenzhen) Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

李贻宇

李贻宇

LI Zanyu

法定代表人

Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议并即生效，以昭信守。

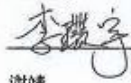
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Option Agreement as of the date first above written.

乙方 1: 李瓚宇

Party B1: LI Zanyu

签字:

By:



乙方 2: 谢靖

Party B2: XIE Jing

签字:

By:



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本独家购买权协议并即生效，以昭信守。

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

丙方： 大合手（深圳）信息科技有限公司

**Party C:** Daheshou (Shenzhen) Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

  
\_\_\_\_\_

李贻宇

LI Zanyu

法定代表人

Legal Representative





授权委托书  
Power of Attorney

日期: 2021 年 12 月 15 日  
Date: 15/12/2021

本人, 李贇宇, 中国公民, 身份证号码为 442000199002165453, 在本授权委托书签署之日拥有大合手(深圳)信息科技有限公司(“大合手”)99%的股权。就本人现时和将来在大合手持有的股权(“本人股权”), 本人特此不可撤销地授权和委托大有人在(深圳)科技有限公司(“WFOE”)在本授权委托书的有效期内代表本人行使如下权利和办理如下事项:

I, LI Zanyu, a citizen of the People's Republic of China (“China” or the “PRC”) whose Identification Card No. is 442000199002165453, and a holder of 99% of the registered capital of Daheshou (Shenzhen) Information Technology Co., Ltd. (“Daheshou”) as of the date of this Power of Attorney, hereby irrevocably authorize and entrust Dayourenzai (Shenzhen) Technology Co., Ltd. (the “WFOE”) to exercise the following rights and handle the following matters on my behalf relating to all equity interests held by me now and in the future in Daheshou (“My Shareholding”), during the term of this Power of Attorney:

授权 WFOE 作为本人唯一的、排他的代理人, 就有关本人股权的权利和事宜, 全权代表本人行使包括但不限于如下的权利和处理如下事项: 1) 召集和参加大合手的股东会; 2) 行使中国法律和大合手章程下规定的本人所享有的全部股东权和股东表决权; 3) 处理本人股权(全部或任何一部分)的出售、转让、质押或处置, 包括但不限于代表本人签署所有必要的股权转让文件、其他处置本人股权的文件和办理所有必要手续; 4) 以本人的名义, 代表本人以大合手的股东和执行董事的身份签署任何决议和会议记录; 5) 代表本人提名、选举、指定、任命和罢免大合手的法定代表人、董事、监事、总经理、财务总监以及其他高级管理人员; 以及 6) 批准修改公司章程。未经 WFOE 书面同意, 本人无权增资、减资、转让、再次质押、或以其他任何方式处置、变更本人股权。

The WFOE is hereby authorized, as my sole and exclusive agent and attorney, to act on behalf of myself with respect to all rights and matters concerning My Shareholding, including without limitation to: 1) convening and attending shareholders' meetings of Daheshou; 2) exercising all of the shareholder's rights and shareholder's voting rights that I am entitled to under the laws of China and the articles of association of Daheshou; 3) handling the sale, transfer, pledge or disposition of My Shareholding (in part or in whole), including without limitation executing all necessary equity transfer documents and other documents for disposal of My Shareholding and fulfilling all necessary procedures; 4) representing myself in executing any resolutions and minutes as a shareholder (and the executive director) of Daheshou on my behalf; 5) nominating, electing, designating, appointing or removing on behalf of myself the legal representative, directors, supervisors, general managers, chief executive officer and other senior management members of Daheshou; and 6) approving the amendments to the company's articles of association. Without written consent by WFOE, I have no right to increase, decrease, transfer, pledge, or by any other manner to dispose or change My Shareholding.



针对于 2021 年 12 月 15 日 WFOE、大合手和（或）本人之间签署的独家购买权协议、股权质押协议和独家业务合作协议，WFOE 将有权代表本人签署上述协议的任何补充协议、附属文件、修订、和（或）修改和重述版，以及前述文件中约定的需由本人签署的所有其他协议和文件（包括但不限于独家购买权协议所描述的为转让“被购买股权”而需签署的“转让合同”），并如期履行前述协议和文件下的义务。该权利的行使将不对本授权委托书下的其他授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE shall have the power and authority to, on behalf of myself, execute all and any supplementary agreements, ancillary documents, modifications, and/or amended and restated versions in relation to the Exclusive Option Agreement, Equity Interest Pledge Agreement and Exclusive Business Cooperation Agreement dated 15/12/2021, by and among WFOE, Daheshou and/or myself, and any documents and agreements I shall sign as required in the aforesaid agreements (including without limitation the “Transfer Contract” for the transfer of the “Optioned Interests” as described under the Exclusive Option Agreement), and perform the obligations under the aforesaid documents and agreements.

WFOE 就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署。本人对于 WFOE 就本人股权采取的行为和签署的文件予以承认。

All the actions associated with My Shareholding conducted by the WFOE shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE shall be deemed to be executed by me. I hereby acknowledge and ratify the actions taken by the WFOE and the documents executed by the WFOE in relation to My Shareholding.

本人在此同意，WFOE 有权将其在本授权委托书下的一个或多个受托事项和相关权利自行再委托其他人或单位行使而不必事先获得本人的同意。如果中国法律有要求，WFOE 应指派合格的中国公民处理本授权委托书中的事项和行使本授权委托书中的权利。

I hereby agree that the WFOE has the right to re-authorize or assign one or multiple matters and its rights related to such matters under this Power of Attorney to any other person or entity at its own discretion and without obtaining my prior consent. If required by PRC laws, the WFOE shall designate a qualified PRC citizen to handle such matters and exercise such rights as set forth in this Power of Attorney.

本授权委托书自签署之日生效。自授权委托书签署之日起，在本人为大合手的股东期间，本授权委托书不可撤销并持续有效。

This Power of Attorney takes effect as of the date hereof. During the period that I am a shareholder of Daheshou, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 的与本人股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE through this Power of Attorney, and shall not exercise such rights by myself.

本授权委托书以中文和英文书就。如果中文版本和英文版本之间有任何不一

致，以中文版本为准。

This Power of Attorney is written in Chinese and English. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.

签署: 李璵宇  
By: 李璵宇  
姓名: 李璵宇  
Name: LI Zanyu

见证人  
Witness: 赵雷  
姓名: 赵雷  
Name: ZHAO Lei

接受:  
Accepted by

大有人在(深圳)科技有限公司  
Dayourenzai (Shenzhen) Technology Co., Ltd.

签字: 李璵宇  
By: 李璵宇  
姓名: 李璵宇  
Name: LI Zanyu  
职位: 法定代表人  
Title: Legal Representative



承认:  
Acknowledged by:

大合手(深圳)信息科技有限公司  
Daheshou (Shenzhen) Information Technology Co., Ltd.

签字: 李璵宇  
By: 李璵宇  
姓名: 李璵宇  
Name: LI Zanyu  
职位: 法定代表人  
Title: Legal Representative



JPMorgan Chase Bank, N.A.  
3 Park Plaza, Suite 900  
Irvine, CA 92614  
Attention: Client Relationship Manager  
Facsimile No: (949) 471-9872  
February 15, 2022

iPower Inc.  
2399 Bateman Ave.  
Duarte, CA 91010  
Attention: Chenlong Tan, CEO  
Email: : law.t@meetipower.com

Cc: Michelman & Robinson, LLP  
10880 Wilshire Blvd., 19<sup>th</sup> Floor  
Los Angeles, CA 90024  
Attn: Stephen Weiss and Mark Frimmel  
Email: swaiss@mrlp.com and mfrimmel@mrlp.com

Re: Consent to Acquisition

Ladies and Gentlemen:

Reference is hereby made to that certain Credit Agreement dated as of November 12, 2021, by and among the lenders identified on the signature pages of the Credit Agreement (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a “**Lender**”), JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders (“**Agent**”), iPower Inc., a Nevada corporation (the “**Company**” and together with any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, are referred to hereinafter each individually as a “**Borrower**”, and individually and collectively, jointly and severally, as the “**Borrowers**”), the other Loan Parties party thereto from time to time (as may be amended from time to time, the “**Credit Agreement**”). All initially capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

Borrowers have informed Agent and Lenders that (i) it intends to acquire all of the equity interests of Anivia Limited, a company duly established and validly existing under the laws of the British Virgin Islands, with its registered address at 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands (“**Target**”) for a purchase price of \$12,000,000, which consists of (a) a promissory note in the aggregate principal amount of \$3,500,000 in favor of the White Cherry Limited, an exempted company duly incorporated and validly existing under the laws of the British Virgin Islands (“**Seller**”), (b) a one-time payment of cash to Seller in the amount of \$1,500,000 and (c) the issuance of the Company’s common stock to Seller in an amount equal to \$7,000,000 (the “**Acquisition**”), and (ii) but for the Borrowers’ failure to (A) satisfy the Excess Availability required during the 30-day period immediately prior to the Acquisition set forth in clause (c)(i) of the definition of Payment Conditions and the related failure to deliver the financial calculations as required therein, (B) satisfy the conditions set forth in clauses (d), (l), (m) and (n) of the definition of Permitted Acquisition, (C) pledge 65% of its Equity Interests of the Target pursuant to Section 4.15 of the Credit Agreement, and (D) deliver a Subordination Agreement to Agent in respect of the Seller’s promissory note described in clause (i)(a) above (the “**Seller Note**”), the Acquisition would otherwise constitute a Permitted Acquisition under the Loan Agreement. Borrower has therefore requested Agent’s and Lenders’ prior written consent to the Acquisition.

Further, Events of Defaults have occurred under Section 5.01(d) of the Credit Agreement (“**Existing Events of Defaults**”), and are continuing as a result of Borrowers failure to deliver to Agent Compliance Certificates within thirty (30) days after the end of each fiscal month of the Company for the months ended on October 31, 2021, November, 30, 2021 and December, 31, 2021 (“**Subject Compliance Certificates**”). Borrowers have requested that the Lenders waive the Existing Events of Default.

---

Notwithstanding anything to the contrary contained in the Credit Agreement, Agent and Lenders hereby (i) consent to the Acquisition and (ii) waive the Existing Events of Defaults; provided, that, unless otherwise agreed to by Agent in writing:

(i) each of the conditions for a Permitted Acquisition shall be satisfied in connection with the Acquisition, except for clause (d), (l), (m) and (n) of the definition thereof,

(ii) each of the Payment Conditions applicable to a Permitted Acquisition shall be satisfied in connection with the Acquisition, except for clause (c)(i) of the definition thereof,

(iii) within ten (10) Business Days of the consummation of the Acquisition, Borrowers shall (A) deliver an amendment to the Security Agreement, in the form of Exhibit I of the Security Agreement, whereby the Loan Parties shall pledge sixty-five percent (65%) of its Equity Interests in the Target, (B) deliver such certificates, powers, registrations and additional Loan Documents as are necessary to perfect Agent's security interest in the Equity Interests of the Target, and to carry out fully the terms and conditions of Section 5.14 of the Credit Agreement and the Security Agreement, (C) deliver a fully executed Subordination Agreement by and among Agent, Borrowers and Seller, in form and substance satisfactory to the Agent, which agreement shall include restrictions on the payment of the Seller Note on terms satisfactory to Agent in its sole discretion, (D) an opinion letter delivered by counsel in the British Virgin Islands with respect to the enforceability of the Subordination Agreement against the Seller in such jurisdiction, in form and substance satisfactory to Agent, and (E) deliver updated schedules to the Credit Agreement and the Security Agreement reflecting, inter alia, the Acquisition, duly certified by an Authorized Person and in form and substance reasonably satisfactory to Agent,

(iv) within ten (10) Business Days, Borrowers shall deliver the Subject Compliance Certificates duly executed and all business and financial information reasonably requested by Agent,

(v) concurrently with the execution of this consent, receipt by Agent of a non-refundable \$50,000 fee; and

(vi) Borrowers shall maintain Excess Availability of at least \$5,000,000, at all times, until each of the conditions set forth above are satisfied.

The obligation of Agent and Lenders to continue to make Loans (or otherwise extend credit under the Credit Agreement) is subject to the fulfillment, on or before the date applicable thereto, of each of the conditions set forth above and the failure by Borrowers to perform or cause to be performed any of the aforementioned conditions within the prescribed time period shall constitute an immediate Event of Default under the Credit Agreement.

By the execution of this consent, Borrowers represent and warrant to Agent and Lenders as follows after giving effect to this consent and the transactions contemplated hereby, each of the representations and warranties contained in the Credit Agreement and the other Loan Documents is true and correct in all material respects on and as of the date hereof as if made on the date hereof (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date); and

This consent is limited precisely as written and shall not be deemed to be a consent to any other matter, or waiver or modification of any other term or condition of the Credit Agreement, or prejudice any right or remedy, except as set forth herein, which Agent and Lenders may now have or may have in the future under or in connection with the Credit Agreement.

The waiver set forth herein is a one-time waiver, is limited precisely as written and shall not be deemed to (i) be an amendment, waiver, consent, release or modification of any other term or condition of the Credit Agreement or any other Loan Document, or (ii) prejudice any right or remedy which any Lender may now or in the future have at law or in connection with the Credit Agreement or any other Loan Document.

---

This consent may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed and delivered shall be deemed to be an original. All such counterparts, taken together, shall constitute but one and the same agreement.

Please acknowledge your consent to and agreement to be bound by the foregoing terms and provisions by executing a counterpart where indicated below and forwarding the same to the undersigned as soon as possible. By its signature below, Borrower hereby certifies that each of the conditions for a Permitted Acquisition and each of Payment Conditions applicable to a Permitted Acquisition are satisfied in connection with the Acquisition, except for those conditions described in clause (i) and (ii) above.

Very truly yours,

JPMORGAN CHASE BANK, N.A.,

By: /s/ Philip Bosma

Name: Philip Bosma

Title: Vice President

---



CONSENTS TO ACQUISITION

IPOWER INC.,  
a Nevada corporation

By: /s/ Kevin Vassily  
Name: Kevin Vassily  
Title: Chief Financial Officer

---

CONSENTS TO ACQUISITION

AMENDMENT

This Amendment, dated February 16, 2022 is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Pledge and Security Agreement, dated November 12, 2021, between the undersigned and the other Loan Parties, as the Grantors, and JPMorgan Chase Bank, N.A., as the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in the Security Agreement.

IPOWER INC.,  
a Nevada corporation

By /s/ Kevin Vassily  
Name: Kevin Vassily  
Title: Chief Financial Officer

SCHEDULE I TO AMENDMENT

STOCKS

| Name of Grantor      | Issuer                                       | Number of Shares | Class of Stock  | Percentage of Outstanding Shares |
|----------------------|--|------------------|-----------------|----------------------------------|
| iPower Inc.          | Anivia Limited                               | 32,500           | Ordinary Shares | 65%                              |
| Aravia Limited       | Fly Elephant Limited                         | 6,500            | Ordinary Shares | 65%                              |
| Fly Elephant Limited | Dayou Renzai (Shenzhen) Technology Co., Ltd. | 65               | Ordinary Shares | 65%                              |
|                      |  |                  |                 |                                  |

**劳动合同**  
**Employment Contract**

本劳动合同（“本合同”）由以下双方于2022年2月15日在中华人民共和国（“中国”）深圳市签署。

This Employment Contract (this “Contract”) is entered into by and between the following parties on February 15, 2022, in the city of Shenzhen, the People’s Republic of China (the “PRC”).

**甲方：** 大有人在（深圳）科技有限公司  
**Employer:** Dayou Renzai (Shenzhen) Technology Co., Ltd.  
地址：深圳市南山区粤海街道大冲社区华润置地大厦C座3604单元  
Address: Unit 3604, Block C, China Resources Land Tower, Dachong Community, Yuehai Street, Nanshan District, Shenzhen  
电子邮箱：SAM.L@dhssys.com  
Email: SAM.L@dhssys.com

**乙方：** 李贽宇  
**Employee:** LI Zanyu  
通讯地址：深圳市南山区粤海街道大冲社区华润置地大厦C座3604单元

Contact Address: Unit 3604, Block C, China Resources Land Tower, Dachong Community, Yuehai Street, Nanshan District, Shenzhen

身份证/护照号码：中国 XXXXXXXXXXXXX

ID/Passport Number: China XXXXXXXXXXXXX

紧急联系人及联系方式：谢靖 +XXXXXXXXXX  
Emergency Contact Details: XIE Jing +XXXXXXXXXX

私人电子邮箱：XXXXXX@gmail.com  
Private Email: XXXXXX@gmail.com

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of the Employer and Employee shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

**第一章 总则**

**Chapter 1 General Provisions**

1. 根据《中华人民共和国劳动法》、《中华人民共和国合同法》及其他有关规定，经相互讨论协商，仔细考虑并充分沟通了解，甲、乙双方就如下条款达成一致：  
Pursuant to the PRC Labor Law (hereinafter the “Labor Law”), the PRC Employment Contract Law (hereinafter the “Employment Contract Law”), and other relevant laws and regulations, and in consideration of the mutual promises and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Employer and Employee hereby agree as follows:

**第二章 期限**

**Chapter 2 Term**

2. 甲乙双方一致同意，本合同为固定期限劳动合同，期限为10年，自2022年2月15日开始（以下简称“起始日”）至2032年2月14日为止。  
The Employer and Employee agree that this Contract is an Employment Contract with a fixed term of ten years, from February 15, 2022 (“Starting Date”) to February 14, 2032.

3. 甲乙双方一致同意，本合同无试用期。  
The Parties agree that there shall be no probation period under this Contract:

### **第三章 工作范围**

#### **Chapter 3 Scope of Work**

4. 根据甲方的工作需要，乙方同意担任总经理职位。乙方的岗位职责、工作任务、责任目标、岗位纪律和相关管理制度等，按照甲方为该岗位制订的工作规范以及其他有关规定执行，为免疑义，包括但不限于根据甲方的指示协助处理甲方关联方或其指定主体的任何其他具体管理和工作事项。乙方的主要工作地点为深圳，惟乙方理解出于工作所需，其或需不定时地赴外地出差公干，乙方同意且愿服从甲方的工作安排，包括但不限于针对大合手（深圳）信息科技有限公司相关安排。  
The Employee agrees to assume the position of General Manager pursuant to the working requirements of the Employer. The position's responsibilities, work tasks, objectives, disciplines, relevant administrative policies, etc., shall be implemented according to the work standards and other relevant administrative rules prescribed by the Employer, for the avoidance of any doubts, including but not limited to any other specific and administrative work tasks in relation to the Employer's affiliates and other entities designated by the Employer. The main work location of the Employee shall be in Shenzhen. However, the Employee understands that the position may require her/him to make business trips to other locations from time to time, and the Employee agrees with this policy and shall be subject to the relevant arrangements made by the Employer, including but not limited to relevant arrangements regarding Daheshou (Shenzhen) Information Technology Co., Ltd.
5. 双方同意，甲方有权根据业务需要、乙方的能力、工作表现或其实际情况，基于诚信与合理原则，调整乙方的工作类型、职务、职位（包括相应调整薪酬待遇）、工作职责和工作地点。对于甲方任何前述必要适当的单方调整，乙方应予以遵守服从。  
The Parties agree that the Employer is entitled to reasonably and in good faith adjust the work duties, job title, position (including the salaries related to the position), duties and work location of the Employee according to the its business needs, the Employee's competence, the Employee's performance and the actual situation. The Employee shall be subject to any such unilateral changes as deemed necessary and appropriate by the Employer.

### **第四章 乙方的承诺和保证**

#### **Chapter 4 Employee's Representations and Warranties**

6. 乙方向甲方做出如下陈述和保证：  
The Employee makes the following representations and warranties to the Employer:
- (1) 除本合同规定的义务与责任之外，乙方在合同期间内还须：  
Other than the obligations and duties stipulated in this Contract, during the term of this Contract, the Employee:
- a) 在规定的时间内，将其全部时间、精力和技能，仅用于履行本合同规定之义务上，并有效地行使其职责，尽最大努力确保圆满完成甲方委派的工作；  
During the specified working hours, shall devote her/his full time, attention and skills to performing the obligations stipulated in this Contract; perform her/his duties effectively and use her/his best endeavors to accomplish the assignments given to her/him by the Employer;
- b) 未经甲方书面同意或未与甲方签订相关协议，不得直接或间接地从事第二职业，不论其是否因该等行为获得报酬或是否利用了甲方的工作时间。  
该等第二职业包括但不限于：受雇于任何第三方或为任何第三方提供劳务，不论该等第三方是否与甲方生产、经营同类产品或提供同类服务，也不论乙方在该等第三方担任合伙人、股东、董事、监事、高级管理人员、员工、代表、代理人或顾问等职务；  
Shall not directly or indirectly undertake any secondary career without written permission from, or entry into a related contract with, the Employer, whether or not the Employee is paid for the secondary career or makes use of her/his work time for such endeavor. Such secondary careers include but are not limited to: being employed by or providing service to any third party, whether or not the third party produces or deals with the same kind of products, or provides the same kinds of service as the Employer, or the Employee acting as a partner, shareholder, director, supervisor, senior manager, employee, representative, agent, advisor or in any other role with a third party;

- c) 遵守本合同的条款、甲方的内部规章制度及有关法律法规，对甲方恪尽职守，不从事任何违反中国法律、法规的活动，不从事损害甲方利益的活动，不利用其在甲方的职务或职权直接或间接地为个人牟取私利。

Shall abide by the provisions of this Contract, the Employer's internal rules, policies, as well as relevant laws and regulations; shall be loyal and diligent to the Employer; shall not engage in any activity that violates PRC laws or regulations; shall not engage in any activity that undermines the Employer's interests; shall not seek personal gain, directly or indirectly, by utilizing her/his position or power within the Employer.

- (2) 至本合同签署之日，乙方没有受过任何行政及刑事处罚；  
As of the date of execution of this Contract, the Employee has not been subject to any administrative or penal punishments;
- (3) 乙方签署本合同不会违反任何其与前用人单位或其他公司签署的合同或承诺；  
The Employee warrants that this Contract does not contradict any contract with or promise to her/his previous employer or any other entity;
- (4) 至本合同签署之日，乙方没有任何其他影响本合同签署及执行的违约或过错行为；  
As of the date of execution of this Contract, there is no breach or wrongdoing by the Employee that will affect her/his execution of this Contract;
- (5) 乙方在本合同中的陈述及保证都是真实的、准确的和完整的。乙方的陈述与保证不真实、不准确、不完整将被视作严重违反甲方规章制度，  
甲方有权立即解除本合同，且乙方应当赔偿由此而给甲方造成的全部损失。  
The Employee's representations and warranties in this Contract are real, accurate and complete. Any false, inaccurate or incomplete representation or warranty shall be a material violation of the Employer's rules and policies, in which case the Employer is entitled to terminate this Agreement immediately and recover all losses incurred by the Employer due to such violation from the Employee.

## 第五章 工作时间、劳动保护和工作条件

### Chapter 5 Work Schedule, Labor Protection and Working Conditions

7. 甲方保证乙方每周不少于1.5天的休息时间。具体工作时间按照甲方的排。  
The Employer shall ensure that the Employee has no less than 1.5 days to take a rest every week. The actual working schedule is subject to the arrangement of the Employer.
8. 甲方可因工作需要要求乙方加班，且加班应当获得甲方的事先书面批准，未经甲方书面批准同意的加班，甲方不支付加班工资。如乙方未能在合理的工作时间完成本应完成的工作任务，  
导致乙方需要在工作时间之外完成该工作任务，则不视为加班。甲方应按照其加班管理制度及相关法律法规向乙方支付加班费。  
The Employer shall be entitled to require the Employee to work overtime with the Employer's prior written permission based on the workload, without which the Employer will not pay any overtime compensation to the Employee. Provided that the Employee fails to complete the workload that should have been completed within reasonable working hours, then it shall not be deemed as overtime work if the Employee needs to complete the workload after the working hours. The Employer shall pay the Employee overtime compensation pursuant to its overtime management policies and related laws and regulations.
9. 如乙方对当月考勤记录及加班记录有异议，应在次月5日前，向甲方提出书面异议，否则视为确认甲方的考勤及加班记录。  
If the Employee has any objection on the attendance record and overtime record of that month, the Employee shall submit a written objection to the Employer before the 5<sup>th</sup> of the following month, nevertheless, it shall be deemed as the Employee confirms the attendance record and overtime record.
10. 甲方应向乙方提供适当的工作条件和设施，提供符合国家标准的劳动保护；乙方应遵守甲方制定的劳动安全卫生制度。  
The Employer shall provide the Employee with appropriate work conditions, facilities and labor protections that conform to national standards; the Employee shall abide by the Employer's safety and health rules.
11. 甲方负责为乙方安排业务技术、劳动安全卫生制度及内部规章的教育和培训。  
The Employer shall arrange staff trainings about business, techniques, labor safety and health rules, as well as Employee Handbook and other internal rules for the Employee.

## 第六章 报酬

### Chapter 6 Remuneration

12. 根据乙方承担的本合同项下的责任和义务，甲方将于每月10日向乙方支付当月工资，如该日适逢休息日或法定节假日，则甲方应于休息日或法定节假日之前的最后一个工作日支付乙方之工资。乙方的年度总工资不超过人民币伍拾万元，甲方根据乙方的工作表现可以自行决定额外支付一定的年度奖金（统称为“报酬”）。
- Based on the responsibilities and obligations undertaken by the Employee under this Contract, the Employer shall pay the Employee with her/his monthly salary on the 10th date of each month. If such date happens to be on a weekend or on a public holiday, the Employer shall deliver monthly salary on the last working day before such weekend or public holiday. The annual salary of the Employee in total is no more than 500,000 RMB, and the Employer at its sole discretion may pay certain annual bonus to the Employee based on his performance (collectively, "Remunerations").
13. 乙方在每次收到报酬时，均应当认真核算；如有异议的，必须在收到报酬之日起五日内向甲方提出书面异议，否则视为乙方确认接受。
- The Employee shall calculate precisely when he receives the Remunerations. The Employee shall submit a written objection to the Employer within 5 days from the date of receipt of Remunerations if the Employee has any objection, nevertheless, it shall be deemed as the Employee's confirmation of acceptance.
14. 在本合同的聘用期内，甲方将根据其现行工资制度和职位调整政策决定乙方的税前收入。工资将由甲方支付到其指定的个人银行账户或以其认为适当的其他方式支付。
- During the term of this Contract, the Employer shall adjust the Employee's pre-tax income according to its current salary systems and policies. Salaries will be paid by the Employer to the Employee's designated personal bank account or in any other manner the Employer deems appropriate.
15. 乙方应依照中国相关法律法规的规定承担其从甲方获取的工资和其他报酬的个人所得税。依照法律规定，甲方作为扣缴义务人，应在支付乙方报酬前代扣代缴其个人所得税及其他应缴税款。
- The Employee shall bear her/his own income taxes on the salaries and other Remunerations paid by the Employer according to applicable laws and regulations of the PRC. As the withholding agent required under law, the Employer shall withhold and remit the Employee's individual income taxes and other payable taxes prior to paying the Employee's Remunerations to the Employee.
16. 甲方有权根据乙方的工作能力、经验、态度、表现、工作成绩、工龄和职务，并依据甲方的工资和职位调整政策及经营状况适当调整乙方的工资和福利待遇。
- The Employer is entitled to timely adjust the Employee's salaries and benefits based on the Employee's competence, experience, attitude, performance, accomplishments, seniority and position, as well as based on its salaries and human resources policies and its business operations.
17. 依据中国有关法律法规，甲方应从支付给乙方的报酬中作出如下扣减或扣除：
- In accordance with applicable laws and regulations, the Employer shall withhold or deduct the following items from the Remunerations paid to the Employee:
- (1) 乙方的个人所得税；  
The Employee's individual income taxes;
  - (2) 社会保险、住房公积金和其他福利金中乙方个人应承担的部分；  
Portions from social insurance premiums, housing funds and other benefits that shall be borne by the Employee;
  - (3) 所有要求甲方代扣的法院判决和仲裁裁决中乙方应付的赔偿或罚款；  
All the Employee's payable damages or penalties from court verdicts or arbitration awards required to be withheld and remitted by the Employer;
  - (4) 所有根据法院裁判或仲裁裁决应由乙方支付给甲方的赔偿或罚款。  
All the damages or penalties based on court verdicts or arbitration awards required to be paid by the Employee to the Employer.
18. 甲方可以根据其业务运营情况和内部规章制度，自行决定是否向乙方发放奖金，并有权决定奖金的具体数额，发放条件和发放形式。但无论前款如何规定，发放奖金并非甲方的义务。
- The Employer may, at its sole discretion, and based on its operational needs and in accordance with the Employee Handbook and other internal rules, decide whether or not to issue a bonus to the Employee, determine the amount of any such bonus, and determine the conditions and manner of issuance of such bonus. Despite the aforesaid provision, the issuance of bonus shall not be the Employer's obligation.



## **第七章 保险、福利和休假**

### **Chapter 7 Insurance, Welfare and Leave**

19. 甲乙双方应当按照国家和地方有关社会保险的法律、法规和政策规定参加基本养老、基本医疗、失业、工伤和生育保险，依法缴纳各项社会保险费及住房公积金。  
The Parties shall pay premiums for social insurance and housing funds that are required by national and local laws, regulations and policies on social insurance, such as basic pension insurance, basic medical insurance, unemployment insurance and maternity insurance.
20. 甲方应依法保证乙方的休息权利。乙方依法享受法定节假日以及婚丧、带薪休年假等休假权利。乙方休带薪年假必须事先得到甲方的书面批准，具体要求见甲方的有关规定。  
The Employer shall guarantee the Employee's rights to rest and leisure according to law. The Employee is entitled to enjoy leave for public holidays, marriage leave, funeral leave, annual paid leave, etc. The Employee shall receive written permission from the Employer before taking annual paid leave, the specific requirements shall refer to the relevant policies of the Employer.
21. 乙方在合同期内，休息休假、患病或负伤、患职业病或因工负伤、生育、死亡等待遇，以及医疗期、孕期、产期、哺乳期的期限及待遇，按相关法律、法规的规定执行。  
During the term of this Contract, treatment for the Employee for leave, sickness, being wounded, occupational diseases, work injuries, giving birth, and for being deceased, medical treatment, and treatment for pregnancy, maternity, and breastfeeding shall be carried out in accordance with law.

## **第八章 劳动纪律**

### **Chapter 8 Labor Discipline**

22. 乙方应遵守甲方依法制定的劳动纪律和内部规章，严格服从甲方的指令和决定，保管好甲方的全部资产，并遵守职业道德。  
The Employee shall abide by the Employee Handbook and other internal rules stipulated by the Employer pursuant to law. The Employee shall also strictly adhere to the Employer's instructions and decisions, take care of its assets, and shall abide by professional ethics.
23. 若乙方违反了甲方的劳动纪律或内部规章，甲方可以依照规定对乙方进行处罚。  
In the event the Employee violates the Employee Handbook or other internal rules, the Employer may impose punishment on the Employee in accordance with the such internal rules and/or the Employee Handbook.
24. 对于乙方违反有关法律、劳动纪律和内部规章而给甲方造成经济损失的，甲方有权要求乙方赔偿其损失。  
The Employer shall be entitled to claim damages against the Employee for the losses caused by her/his violation of relevant laws, the Employee Handbook and other internal rules of the Employer.
25. 甲方有权根据经营需要随时合理地修改劳动纪律和内部规章，但甲方应以其认为适当的方式告知乙方，这些方式包括但不限于通知、公告、电子邮件和备忘录。  
乙方应当阅读、理解并遵守甲方最新修订的规章制度。  
The Employer shall be entitled to reasonably amend its Employee Handbook and other internal rules based on its operational needs at any time, and shall notify the Employee of such amendment in any way the Employer deems proper, including but not limited to notice, announcement, e-mail and memorandum of any such changes. The Employee shall read, understand, and abide by the revised and newly stipulated rules and Employee Handbook of the Employer.
26. 乙方在甲方任职期间，不可兼职于其他任何企业或单位。乙方任职期间的职务发明、创造、开发、设计、改良、生产成果全部归属于甲方，因此而获得的任何知识产权，包括但不限于专利权、著作权、非专利技术亦全部归属于甲方。  
The Employee shall not take a position in any other enterprise or company during her/his term of employment. Any invention, creation, development, design, improvement, production made by the Employee during the term of the employment shall belong to the Employer, and any intellectual property rights arising therefrom, including but not limited to patent rights, copyrights, know-how, shall belong to the Employer.

## 第九章 保密责任

### Chapter 9 Confidentiality

27. 乙方应对甲方及其关联方的秘密信息保密，遵守甲方相关保密政策。未经甲方事先书面同意，乙方不得使用或向任何第三方泄露任何甲方的资料和信息。

乙方应视甲方要求签署附件一的《保密、知识产权与不竞争协议》，并严格遵守《保密、知识产权与不竞争协议》约定。若乙方违反《保密、知识产权与不竞争协议》中约定的相关义务，

应当按照《保密、知识产权与不竞争协议》约定向甲方支付违约金。

The Employee shall keep the Employer's and its affiliate's confidential information confidential and shall abide by any confidentiality rules set forth by the Employer. The Employee shall not take, use or disclose any of the Employer's material or information to any third party unless she/he obtains the Employer's prior written consent. The Employee shall, at the request of the Employer, execute and strictly adhere to the Confidentiality, Intellectual Property and Non-competition Agreement in the form attached hereto as Appendix I. If the Employee breaches the relevant obligations stipulated in such Confidentiality, Intellectual Property and Non-competition Agreement, she/he shall pay liquidated damages to the Employer pursuant to such agreement.

28. 乙方同意，甲方有权根据其合理运营需要，披露乙方的个人信息，包括但不限于乙方的姓名、地址、国籍、职位、工资、银行账户、本合同及其续约和变更情况。

The Employee agrees that the Employer may disclose her/his personal information, including but not limited to the Employee's name, address, nationality, position, payment, bank account, or this Contract, its renewal and amendment, as required by the Employer based on its reasonable operational needs.

## 第十章 劳动合同的变更、终止和延期

### Chapter 10 Modification, Termination and Extension of the Employment Contract

29. 若适用于本合同的法律法规被修订，本合同的相应部分或附件也应相应地进行修订。如果订立本合同时所依据的客观情况发生重大变化或者本合同与中国的有关法律法规相冲突，

致使本合同无法履行，双方可以根据中国有关法律法规，通过友好协商协议变更合同的相关部分。

In the event that the laws and regulations governing this Contract are amended, the corresponding parts of this Contract and its appendixes so affected shall be automatically modified accordingly. In the event the circumstances under which this Contract was concluded materially changes or any conflict exists between this Contract and relevant laws and regulations that renders the Contract unenforceable, the relevant parts of this Contract may be modified in accordance with the such relevant laws and regulations, upon mutual agreement between the Parties through amicable negotiation.

30. 双方可以通过签订《劳动合同变更协议》来修改本合同的部分内容，或者经协商一致签订新的劳动合同。除本合同另有明确规定者外，一方要求变更本合同，应提前三十日以书面形式通知对方。

The Parties may modify any part of this Contract by executing an Agreement to Modify the Employment Contract, or by executing a new employment contract upon mutual agreement. Unless otherwise expressly stipulated in this Contract, a Party shall notify the other in writing 30 days in advance if modification of the Contract is required.

31. 发生下列情况时，如一方要求对本合同相关内容进行合理变更，另一方应同意：

A Party shall agree to the reasonable modification of the Contract required by the other Party under the following circumstances:

- (1) 订立本合同所依据的法律、法规已经修改；  
The laws and regulations that the Contract is concluded on has been revised;
- (2) 甲方的经营条件、主要业务或产权结构发生重大变化，无法继续履行本合同的；  
The operation condition, main business scope or industry structure has changed materially, and the Contract could not be performed;
- (3) 由于一方因难以克服的客观原因致使本合同无法正常履行的；或  
The Contract could not be performed appropriately due to objective reasons which cannot be overcome by a Party; or
- (4) 法律法规规定的其他情况。  
Other circumstances stipulated by the laws and regulations.

32. 发生下列任何一种情况，甲方有权随时单方面对乙方的任职部门、职位、级别、工资及工作内容进行调整：

The Employer is entitled to adjust the department, position, level, salary and work tasks of the Employee unilaterally at any time under the following circumstances:

- (1) 乙方有失职行为或被证明不能胜任本职工作；  
The Employee fails to perform the duties or to be proved to be incompetent for the position;
- (2) 乙方不服从直接上级职权范围内合理的指示；  
The Employee fails to follow the reasonable instructions within the authority of the supervisors in the same department;
- (3) 乙方行为不当，与正当及忠诚履行职责的原则不相符；  
The Employee fails to behave appropriately, which is inconsistent with the principle of performing responsibilities appropriately and faithfully;
- (4) 乙方所任职的部门或所担任的岗位已被甲方撤销；  
The department or position of the Employee has been revoked by the Employer;
- (5) 乙方因疾病、受伤或意外而无法履行其职务的时间累计超过一个月或在十二个月内累计超过三十个工作日。  
The Employee fails to perform its duties due to illness, injury or accident for more than 1 month or more than 30 business days within 12 months.

甲方根据本条款对乙方的职位、级别、工资及工作内容进行调整时，应当以书面方式通知乙方。如乙方接受甲方所做的调整，并于甲方通知之日起十个工作日内签字确认，则本合同继续生效。

The Employer shall notify the Employee in writing when adjusting the Employee's position, level, salary and work tasks pursuant to this Article. The Employee shall confirm by signature in 1 business days from the notification of the Employer, under which circumstance the Contract continues to take effect.

33. 双方可以通过协商一致的方式书面终止本合同。

This Contract may be terminated upon mutual agreement between the Parties in writing.

34. 出现下列情形，本合同终止：

This Contract terminates under the following circumstances:

- (1) 劳动合同期满的；  
This Contract has expired;
- (2) 乙方开始依法享受基本养老保险待遇的；  
The Employee has started exercising the basic pension insurance entitlements;
- (3) 乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；  
The Employee is dead or declared dead by a People's Court or declared missing;
- (4) 甲方被依法宣告破产的；  
The Employee is declared bankrupt pursuant to the laws;
- (5) 甲方被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的；  
The Employer's business licence is revoked, the Employer is ordered to close down or revoked or the Employer has decided to dissolve prematurely; or

- (6) 法律、行政法规规定的其他情形。  
Any other circumstances stipulated by the laws and regulations.

35. 出现下列情形，甲方无须事先书面通知，有权单方终止本合同。但甲方应将该终止决定告知乙方，该终止立即生效：  
The Employer shall be entitled to unilaterally terminate this Contract with immediate effect without any prior written notice to the Employee under the following circumstances, provided that the Employer shall notify the Employee of such termination:

- (1) 乙方严重违反甲方劳动纪律、规章制度的（包括但不限于劳动纪律、员工手册和其他内部规章）；  
The Employee seriously violates the Employer's Employee Handbook or other internal rules (including but not limited to work rules, Employee Handbook and other internal rules);
- (2) 乙方严重失职或者营私舞弊给甲方利益造成重大损害的；  
The Employee causes substantial damage to the interests of the Employer;
- (3) 乙方同时与其他用人单位建立劳动关系，对完成甲方的工作任务造成严重影响，或经甲方提出，拒不改正的；  
The Employee established an employment relationship with another employer while this Contract is effective, which materially affects the completion of her/his tasks with the Employer, or the Employee refuses to rectify such issue after being requested to do so by the Employer;
- (4) 因乙方以欺诈、胁迫的手段或者乘人之危，使甲方在违背真实意思的情况下订立或变更合同而导致合同无效的；或者  
This Contract was concluded or modified due to the Employee's fraud, coercion or as a result of the Employee taking advantage of the Employer's perilous situation against the Employer's will, rendering this Contract invalid; or
- (5) 乙方被依法追究刑事责任。  
The Employee is held to be criminally liable.

36. 有下列情况之一的，甲方可以提前30天书面通知乙方或者额外支付乙方一个月工资后终止本合同。  
The Employer may terminate this Contract by providing 30 days prior written notice to the Employee or paying the Employee an extra month's salary in lieu of notice under the following circumstances:

- (1) 乙方患病或非因工负伤，法定医疗期和恢复期满后，不能从事原工作也不能胜任甲方为其另行安排的工作的；  
After undergoing a legally prescribed period of medical treatment and recuperation for an illness or a non-work-related injury, the Employee remains unable to carry out her/his duties and is unfit for the duties otherwise assigned to the Employee by the Employer;
- (2) 乙方不能胜任按照合同条款或甲方规定的标准的要求，经过培训或者调整工作岗位仍不能胜任的；  
The Employee is unable to meet the requirements provided for in this Contract or by the Employer, and remains unable to meet such requirements after staff training or a transfer of position;
- (3) 订立合同所依据的客观情况发生重大变化，致使本合同无法履行，双方无法就本合同的必要变更通过协商达成协议的。  
This Contract cannot be performed because the objective circumstances under which the Contract was concluded have materially changed, and the Parties cannot reach an agreement to modify this Contract.

37. 第36.(3)条中的“客观情况的重大变化”包括但不限于：  
A material change under Article 35.(3) includes but is not limited to:

- (1) 甲方被其他企业单位兼并，或甲方资产的关键部分被出售或转让给其他企业或第三方；  
The Employer merges or is acquired by another entity, or its key assets have been sold or transferred to another entity or any third party;

- (2) 甲方经营策略的重大调整或经营环境的重大变化；  
The Employer's business strategy materially changes or the business environment materially changes;
- (3) 甲方经营发生严重困难；  
There is major difficulty in the Employer's operations;
- (4) 甲方进入治理整顿或生产经营处于全部或部分停滞阶段；  
The Employer enters the period of rectification, or its business operations have been entirely or partially suspended;
- (5) 甲方根据业务发展或实际的市场状况决定终止与乙方工作直接相关的研究和开发；或者  
The Employer has decided to cease the research and development directly related to the Employee's work due to its business needs or the actual market situation; or
- (6) 根据新颁布的法律法规，任何一方或双方无法履行本合同。  
Either Party or both Parties are unable to perform this Contract due to newly promulgated laws and regulations.
38. 合同期内，乙方有权辞职并终止本合同，但应提前30天书面通知甲方。因乙方原因给甲方造成的经济损失，甲方有权从应支付给乙方的相应工资或任何其他报酬中予以扣减，以抵免损失，不足部分甲方仍有权要求乙方赔偿。  
The Employee is entitled to resign and terminate this Contract during the term of this Contract by providing 30 days written notice to the Employer. Any economic loss incurred by the Employer due to the Employee may be deducted by the Employer from the salary or any other Remunerations payable to the Employee in order to offset such losses, and in addition, the Employer is also entitled to claim damages against the Employee for the losses incurred beyond the amounts so deducted.
39. 甲方濒临破产、经营不善或经营状况发生严重困难时，应向职工说明情况，征得职工的谅解，并经向劳动行政管理部门报告后，甲方可以终止本合同。  
If the Employer is on the verge of bankruptcy, or incurs serious difficulty in its management or operations, it shall explain such situation to its employees. After seeking the employees' opinions and reporting to the Administrative Department of Labor, the Employer may terminate this Contract.
40. 乙方有下列情形之一的，甲方不得根据本合同第35条、第39条的规定终止本合同：  
The Employer shall not terminate this Contract pursuant to Article 35 or Article 39 herein if the Employee is under the following circumstances:
- (1) 从事接触职业病危害作业的劳动者未进行离岗前职业健康检查，或者疑似职业病病人在诊断或者医学观察期间的；  
The Employee has been engaged in activity that expose her/him to occupational disease hazards, and has not undergone a pre-departure occupational health examination, or is suspected to have occupational disease and is undergoing diagnosis or medical observation;
- (2) 在本单位患职业病或者因工负伤并被确认丧失或者部分丧失劳动能力的；  
There is proof that the Employee lost or partially lost her/his capacity to work due to an occupational disease or a work-related injury that occurred during the employment;
- (3) 患病或因非工负伤，在规定的医疗期内；  
The Employee is within the prescribed period for medical treatment due to disease or non-work-related injuries;
- (4) 女职工在孕期、产期、哺乳期内的；  
A female Employee who is pregnant, in maternity leave or is breastfeeding;

- (5) 在本单位连续工作满十五年，且距法定退休年龄不足五年的；  
The Employee has been continuously working for the Employer for more than 15 years and is less than 5 years away from legal retirement;
- (6) 法律、行政法规规定的其他情形。  
Other circumstances provided by laws and regulations.

41. 有下列情形之一的，乙方可以终止本合同：

The Employee is entitled to terminate this Contract under the following circumstances:

- (1) 甲方未依法为乙方缴纳社会保险的；  
The Employer fails to pay social insurance premiums for the Employee in accordance with law;
- (2) 甲方以暴力、威胁、拘禁或者非法限制人身自由的手段强迫乙方劳动的，或甲方违章指挥、强令冒险作业危及乙方人身安全的；  
The Employer forces the Employee to work by using violence, intimidation, detention or illegal constraint of the Employee's freedom, or the Employer's instructions violate legal rules or regulations or the Employer forcibly orders the Employee to work, in each case threatening the Employee's safety;
- (3) 甲方未能按照本合同约定足额支付劳动报酬，未能提供约定的劳动保护或劳动条件的；  
The Employer fails to pay Remunerations in full amount, or fails to provide the labor protections or working conditions set forth in this Contract;
- (4) 因甲方以欺诈、胁迫的手段或者乘人之危，使乙方在违背真实意思的情况下订立或变更合同而导致合同无效的；  
This Contract was concluded or modified because of the Employer's fraudulence, coercion or taking advantage of the Employee's perilous situation and was against the Employee's will, rendering this Contract invalid;
- (5) 甲方的规章制度违反法律、法规的规定，损害乙方权益的；  
The work rules or Employee Handbook of Employer violate laws or regulations, thereby harming the Employee's rights and interests;
- (6) 法律、行政法规规定乙方可以解除劳动合同的其他情形。  
Other circumstances under which laws or administrative regulations permit the Employee to terminate the employment contract.

42. 本合同终止时，乙方应立即停止以甲方名义从事一切活动或应甲方的要求完成未了事务，结清所有账目。

乙方应在本合同终止之日前归还其占有的甲方的全部财产及移交所有文件档案（包括但不限于书面文件及电子文档），甲方确认后为乙方办理离职手续，并出具离职证明。

乙方未能完成上述交接手续的，甲方可以拒绝办理乙方的离职手续，并可用支付给乙方的款项抵消甲方由此遭受的损失。

Upon termination of this Contract, the Employee shall cease conducting any activities on the Employer's behalf, or complete unfinished matters pursuant to the Employer's request, and settle all accounts with the Employer. The Employee shall, before the date of termination of this Contract, return all properties and hand over all files and documents (including but not limited to written documents and electronic documents) in her/his possession that belong to the Employer. The Employer shall carry out termination procedures after all of the aforesaid properties, files and documents are returned, and shall issue a termination certificate. If the Employee fails to complete the above handover procedures, the Employer may refuse to carry out the termination procedure and may offset any losses incurred by it due to such failure by amounts payable by it to the Employee.

43. 乙方在甲方所从事的工种无任何职业危害，所以乙方离职时，甲方不再为乙方进行职业病检查。

The Parties agree that the Employee's work with the Employer does not involve occupational hazards; therefore no occupational hazard examination is required upon the Employee's dismissal.

## 第十一章 经济补偿与赔偿

### Chapter 11 Economic Compensation and Damages

44. 甲方因乙方违反有关法律、甲方的规章制度、或乙方与第三方签订的任何有约束力的文件而受到经济损失的，乙方应就由此所产生的或与之有关的一切索赔、责任、损害赔偿和支出（包括合理的律师费和诉讼费）赔偿甲方，并使甲方免受损失。  
If the Employer incurs any losses due to the Employee's violation of any relevant law or the work rules and Employee Handbook of the Employer, or due to any legally binding obligations between the Employee and a third party, the Employee shall compensate the Employer for any claims, responsibilities, damages or costs (including reasonable attorney's fees and trial fees) arising therefrom or in connection herewith, and shall hold the Employer harmless against any losses.
45. 由甲方承担费用对乙方进行培训的，在培训乙方之前，甲方有权要求乙方签署《培训协议》或类似协议约定服务期；如果乙方违反服务期约定，乙方应在辞职时按约定补偿甲方承担的培训费并承担相应的违约责任。  
Before the Employee is trained at the Employer's expense, the Employer may require the Employee to execute a training agreement or similar agreement that specifies the service term. If the Employee violates such service term, she/he shall pay the training fees to the Employer and bear liability for breach in accordance with the agreement upon her/his dismissal.

## 第十二章 劳动争议的解决

### Chapter 12 Settlement of Labor Disputes

46. 本合同解释和履行过程中产生的任何争议应通过双方友好协商解决。未能通过友好协商解决的，一方或双方可以依法将争议提交给有管辖权的劳动争议仲裁委员会申请仲裁。  
双方对该劳动争议仲裁委员会的仲裁裁决无异议的，该仲裁裁决即为终局裁决，对双方均有约束力；除非法律另有规定，若任一方对仲裁裁决不服的，可以依法向有管辖权的法院提起诉讼。  
Any dispute arising out of the interpretation and performance of this Contract shall be settled through friendly consultation between the Parties. If the Parties fail to reach an agreement through friendly consultation, one or both Parties may bring a dispute under this Contract to the competent Labor Dispute Arbitration Commission in accordance with law. If the Parties agree on the arbitral award granted by such Labor Dispute Arbitration Commission, such arbitral award shall be final and binding upon the Parties; if either Party rejects the arbitral award, such Party may bring suit in a competent court, unless otherwise stipulated by law.

## 第十三章 其他

### Chapter 13 Miscellaneous Provisions

47. 向乙方提供的并为其知悉且同意遵守的劳动纪律及公司规章制度与本合同有同等法律效力。  
The Employee has consented to and agreed with the Employer's work rules and Employee Handbook, which have been provided to and are known by the Employee. Such working rules and Employee Handbook have equal legal validity as this Contract.
48. 甲方可根据乙方职位需要，自行决定要求乙方签署内容和格式如附件一的《保密、知识产权与不竞争协议》。  
The Employer may, at its sole discretion and depending on the requirements of the Employee's position, request the Employee to enter into a Confidentiality, Intellectual Property and Non-competition Agreement in a form attached hereto as Appendix I.
49. 本合同项下要求或发出的所有通知或任何正式文件可以通过电子邮件或者挂号邮寄方式送达，该等通知或任何正式文件视为有效送达的日期按如下方式确定：  
All notices and official documents required or permitted to be given pursuant to this Contract shall be delivered by Email or registered mail, and shall be deemed to have been effectively delivered as follows:
- (1) 如果通过电子邮件方式发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）；  
Notices and official documents delivered by Email shall be deemed to be effectively delivered on the date of its successful transmission (as evidenced by a confirmation of transmission that is automatically generated);
  - (2) 如果通过挂号邮寄方式发出的，则以送达到甲方地址、乙方通讯住址即视为已送达。  
Notices and official documents delivered by registered mail shall be deemed to be effectively delivered when they are delivered to the recipient's address.

若任何一方地址/通讯地址、电子邮箱/私人电子邮箱发生变化，应立即以书面形式通知另一方。否则造成双方联系障碍，由过错的一方负责。  
If either party changes its address or Email, such Party shall immediately notify the other Party of such changes in writing; otherwise if any communication issue occurs, the violating Party shall be responsible.

50. 任何条款的无效和不可执行都不影响本合同其他条款的效力。  
The invalidity and unenforceability of any provision shall not affect the validity of any of the other provisions herein.
51. 任何一方未行使或迟延履行本合同项下的权利并不构成对该权利的放弃。  
The failure or delay of either Party to exercise a right under this Contract shall not constitute a waiver of such right.
52. 本合同的附件一经双方签署即构成本合同不可分割的一部分，应与本合同一体解释，附件中未约定的事项但法律有明确规定的，以法律规定为准。  
The appendix and exhibit hereto, once executed by the Parties, shall be an integral part of this Contract, and shall be construed together with this Contract. Items not covered in the appendices but are provided for by law shall be governed by such applicable law.
53. 如本合同与有关的法律法规不一致，应以有关法律法规的规定为准。如本合同与双方签订的其他协议不一致，应以本合同的约定为准。  
If there is any conflict between this Contract and relevant laws and regulations, the latter shall prevail. If there is any conflict between this Contract and other agreements executed by the Parties, the former shall prevail.
54. 本合同以中文和英文写成。如中英文版本不一致的，以中文版本为准。  
This Contract is written in Chinese and English. In the event there is any discrepancy between the Chinese and English versions, the Chinese version shall prevail.
55. 本合同自甲方盖章、甲方法定代表人或授权代表及乙方签署并于文首所载之日起正式生效。  
The Contract becomes effective upon being stamped by the Employer and being signed by the Legal Representative or Authorized Representative of the Employer and Employee on the date specified at the beginning of this Contract.

(以下无正文)

(Remainder of this page is intentionally left blank)

甲方：大有人在（深圳）科技有限公司  
(盖章)

Employer: Dayou Renzai (Shenzhen) Technology Co., Ltd. (seal)

法定代表人或授权代表：李瓚宇

Legal Representative or Authorized Representative: LI Zanyu

签署：

Signature:   /s/Li Zanyu  

乙方：李瓚宇

Employee: LI Zanyu

签署：

Signature:   /s/Li Zanyu



附件一  
Appendix I

保密、知识产权与不竞争协议  
Confidentiality, Intellectual Property and Non-Competition Agreement

## 附件一 保密、知识产权与不竞争协议

### Appendix I Confidentiality, Intellectual Property and Non-Competition Agreement

本《保密、知识产权与不竞争协议》（“本协议”）由以下双方于2022年2月15日在中华人民共和国（“中国”）深圳市签署。

This Confidentiality, Intellectual Property and Non-Competition Agreement (this “Agreement”) is entered into by and between the following parties on February 15, 2022 in the city of Shenzhen, the People’s Republic of China (the “PRC”).

**甲方：** 大有人在（深圳）科技有限公司  
**Employer:** Dayou Renzai (Shenzhen) Technology Co., Ltd.  
地址：深圳市南山区粤海街道大冲社区华润置地大厦C座3604单元  
Address: Unit 3604, Block C, China Resources Land Tower, Dachong Community, Yuehai Street, Nanshan District, Shenzhen  
电子邮箱：SAM.L@dhssys.com  
Email: SAM.L@dhssys.com

**乙方：** 李瓚宇  
**Employee:** LI Zanyu  
通讯地址：深圳市南山区粤海街道大冲社区华润置地大厦C座3604单元

Contact Address: Unit 3604, Block C, China Resources Land Tower, Dachong Community, Yuehai Street, Nanshan District, Shenzhen

身份证/护照号码：中国 XXXXXXXXXXXX

ID/Passport Number: China XXXXXXXXXXXX

紧急联系人及联系方式：谢靖 +XXXXXXXXXX  
Emergency Contact Details: XIE Jing +XXXXXXXXXX

私人电子邮箱：XXXX@gmail.com  
Private Email: XXXX@gmail.com

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of the Employer and Employee shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

鉴于：  
Whereas:

甲方和乙方于2022年2月15日签署了《劳动合同》，乙方受聘于甲方，并从甲方获得工资报酬，经双方自愿平等协商一致同意签署本协议。  
The Parties have entered into an Employment Contract on February 15, 2022, pursuant to which, the Employee is employed and paid with salaries by the Employer. The Parties hereby voluntarily agree to enter into this Agreement after negotiating at arm’s length.

#### 第 1 条 定义 Definition

- 1.1 “**业务**”，指电商服务，日用品、宠物用品、家用产品、农业种植用品的出口与销售。  
“**Business**” means online merchandising services, export and sales of daily necessities, pet supplies, home products and agricultural growing supplies
- 1.2 “**关联方**”，指通过所有权、享有投票权的股权或者其他方式，控制或为其所控制或与其受相同控制的任何企业或其他实体。为本定义之目的，“控制”指 (a) 直接或间接拥有管理或影响该实体的管理层和政策的权利，无论是通过具有投票权的股权，或通过合同、信贷安排或代理，作为受托人、执行人、代理人，还是通过其他方式；(b) 直接或间接拥有该公司百分之五十（50%）以上的投票权；或 (c) 直接或间接任命该公司或实体的董事会或类似管理机构的多数成员或以其他方式控制该公司或实体的董事会或类似管理机构的权力。

“Affiliates” means any company or other entity that, through ownership, voting stock or otherwise, controls or is controlled by, or under common control with, such Party. For the purposes of this definition, the term “control” shall mean (a) the power, direct or indirect, to direct or cause the direction of the management and policies of such a company or entity whether through the ownership of voting securities, by contract, credit arrangement or proxy, as trustee, executor, agent or otherwise; (b) the possession, directly or indirectly, of more than fifty percent (50%) of the voting power of such company; or (c) the power, directly or indirectly, to appoint a majority of the members of, or otherwise control, the board of directors or similar governing body of such a company or entity.

1.3 “地域”，包括中国大陆、港澳台以及其他国家和地区。

“Areas” includes Mainland China, Taiwan, Hong Kong, Macao and other countries and areas.

## 第 2 条 保密 Confidentiality

2.1 秘密信息。本协议中的秘密信息包括：

**Confidential Information.** Confidential Information in this Agreement includes:

2.1.1 **甲方信息。**甲方信息包括任何专有信息，商业秘密，技术资料或专有技术，包括但不限于调查研究、模式、计划、汇编物、发明与创造、产品、公式、设计、模型、方法、技术、过程、程序、计算机程序及软件（无论是源代码或目标代码）、数据库、开发计划、研究开发记录、技术报告、检测报告、实验数据、操作手册、技术文档、技术、硬件配置信息，产量，设备变更、服务、客户名单和客户（包括但不限于乙方在劳动合同期限内走访或认识的甲方的和/或其关联方其他成员的客户）、供应商名单、合作方、市场、定价、营销、财务、工资、法律事务以及向乙方透露的、乙方直接或间接从甲方或其关联方其他成员获得的书面的或口头的、从图纸或对设备和部件的观测中获得的其关联方其他商业信息。秘密信息可以是一份完整的方案、文件或产品，也可以是某一方案、文件或产品中的部分数据或部分要素。双方进一步理解秘密信息不包括上述项目中已经公开的和乙方或有相关保密义务的其他人通过正当手段通常可以获得的信息。

**Employer’s Information.** Employer’s information means any proprietary information, trade secrets, technical data, or know-how, including, but not limited to, research, patterns, plans, compilations, inventions and developments, products, formulas, designs, prototypes, methods, techniques, processes, procedures, computer programs and software (whether as source code or object code), database, development plans, records for research and development, technical report, inspection report, experimental data, operation manual, technical documentation, technologies, hardware configuration information, yield data, equipment modifications, services, customer lists and customers (including, but not limited to, customers of the Employer and/or any of its Affiliates), supplier lists, partners, markets, pricing, marketing, finances, salary, legal business or other business information of the Employer and/or its Affiliates disclosed to the Employee or obtained by the Employee from the Employer or any of its Affiliates, either directly or indirectly, in writing, orally or by drawings or observation of parts or equipment. Confidential Information may be a complete set of plans, documentation or products, and may also be part of the information or elements that are part of a complete set of plans, documentation or products. The Parties further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of the Employee or of others who were under confidentiality obligations as to the item or items involved.

2.1.2 **第三方信息。**乙方知道甲方和/或其关联方其他成员已从或将从包括甲方及其关联方在内的第三方获得秘密信息或专有信息，甲方和/或其关联方其他成员都有义务对这些信息保密，并只可用于某些特定目的。若非为完成依甲方和/或其关联方其他成员与第三方的协议约定的工作之必要时，乙方将严守秘密，不向任何个人、合伙或公司披露或使用任何该秘密信息和专有信息。

**Third Party’s Information.** The Employee recognizes that the Employer and/or its Affiliates have received and in the future will receive from third parties, including the Employer and any of its Affiliates, their confidential or proprietary information, which subject the Employer and/or its Affiliates to a duty of confidentiality and/or use limitations with respect to such information. The Employee agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out her/his work for the Employer, consistent at all times with the agreement(s) the Employer and/or its Affiliates have entered into with such third party.

## 2.2 秘密信息的载体

### Media of Confidential Information

- 2.2.1 乙方因职务上的需要所持有或保管的一切记录有甲方及其关联方秘密信息的文件、资料、照片、图表、笔记、报告、信件、传真、磁带、磁盘、仪器以及其他任何形式的载体均归甲方所有，无论这些秘密信息有无商业上的价值。  
All documents, information, photographs, diagrams, notes, reports, letters, faxes, magnetic tapes, disks, prototypes, apparatus and any other forms of media, which contain Confidential Information of the Employer and any of its Affiliates, and held or kept by the Employee for the purposes of her/his work, shall be owned by the Employer, regardless of whether the Confidential Information has any business value.
- 2.2.2 乙方应当于离职（无论何种原因）时，或者于甲方提出请求时，返还属于甲方及其关联方的全部财物和载有秘密信息的一切载体，不得将这些载体擅自复制、保留或交给其他任何人。  
The Employee shall return to the Employer all the properties and media containing Confidential Information owned by the Employer and any of its Affiliates upon its request or upon the Employee's dismissal (for whatever reason), and shall not reproduce, hold or give the media herein above to any other person without the written authorization of the Employer.
- 2.2.3 若上述记录有秘密信息的载体是乙方自备的，在乙方返还这些载体时，甲方应给予乙方相当于载体本身价值的经济补偿。  
If the aforesaid media containing Confidential Information belongs to the Employee, the Employer shall compensate the Employee equivalent of the value of the media itself to the Employee when she/he returns such media to the Employer based on the value of the media at the time of return.

## 2.3 保密义务

### Obligation of Confidentiality

- 2.3.1 乙方同意在聘用期限内以及无论因任何原因或理由在解除/终止双方劳动关系后的任何时候，乙方将严守秘密信息，不会使用任何秘密信息，未获得甲方的书面授权不得向任何个人、合伙或公司（包括按照甲方的保密规定无权知悉该项秘密信息的甲方其他职员）披露、传播、公布、发表、传授、转让任何秘密信息。乙方同意将对这些秘密信息保密，并至少以使用自己的保密或专有信息一样小心的程度但任何情况都不低于合理的谨慎来保护和维持秘密信息不被擅自使用、披露、报道、转让或出版。  
The Employee agrees that during the term of the employment contract and at all times after the dissolution/termination of the employment relationship between the Employer and Employee for whatever reason, to hold in strictest confidence, and not to use, or to disclose, publicize, release, impart, transfer, to any person, firm or corporation (including other employees who are not entitled to the Confidential Information in accordance with the Employer's internal confidentiality rules) without prior written authorization of the Employer, any Confidential Information. The Employee agrees that she/he shall secure and keep such Confidential Information confidential and shall protect and safeguard the Confidential Information against any unauthorized use, disclosure, report, transfer or publication with at least the same degree of care as she/he uses for her/his own confidential or proprietary information, but in no event with less than reasonable care.
- 2.3.2 未经甲方事先书面同意，乙方不得将任何秘密信息和载有秘密信息的载体带出甲方或其关联方的办公场所之外。  
The Employee shall not take any Confidential Information and media containing Confidential Information out of the Employer's office, or the office of one of its Affiliates, without the Employer prior written consent.
- 2.3.3 乙方的上级主管书面同意乙方披露、使用秘密信息的，视为甲方已同意这样做，前提是甲方已事先声明该主管人员拥有此项权限。  
If the Employee's supervisor has approved in writing, the disclosure or use of Confidential Information, then the Employee may disclose or use such Confidential Information in accordance with the terms set by her/his supervisor, provided that the Employer clearly states in advance that such supervisor is authorized to grant these approvals.
- 2.3.4 乙方不得与任何其他主体（乙方的直接亲属除外）探听、披露或讨论薪金、奖金、福利、期权或任何形式的报酬事宜。  
The Employee shall not inquire, disclose or discuss any salaries, bonuses, welfare, options or any other payments with any other person except her/his direct relatives.

- 2.3.5 乙方承诺，当发现秘密信息受到非法使用或泄漏等侵害时，乙方应当立即通知甲方并提供合理协助措施以防止侵害的进一步扩大。  
The Employee warrants that as soon as she/he notices that Confidential Information has been infringed, such as illegal usage or leaks, etc., the Employee shall immediately notify the Employer and provide reasonable assistance to prevent further damage.

## 2.4 保密费用

### Compensation for Confidentiality

- 2.4.1 乙方同意并确认，甲方在支付乙方的工资报酬时，已考虑了乙方在职及离职后需要承担的保密义务，因此甲方无须在乙方在职及离职后向乙方另行支付保密费或者类似性质的费用。

The Employee agrees and acknowledges that the Employer has taken the Employee's non-disclosure obligation during and after the employment into consideration when calculating her/his remuneration. Therefore, no additional compensation is due to the Employee in exchange for her/his non-disclosure obligations or similar obligations, both during and after her/his employment.

## 第 3 条 知识产权

### Intellectual Property

- 3.1 **在先作品持有和许可。**对于乙方于《劳动合同》签署之前所拥有的、所做的所有发明创造、发现、理念、原创作品著作权、技术开发，技术改进、技术方法、专有技术和商业秘密（统称为“在先作品”）（如有），且该等在先作品与甲方当前或潜在业务、产品或研发有关并尚未转让给甲方的，应当免费转让给甲方并由甲方拥有所有权。若乙方在劳动合同期限内，将乙方拥有的或有利益关系的在先作品用于甲方和/或其关联方其他成员的产品、工艺、程序或机器设备，甲方即被授予并拥有非排他的、免费的、不可撤销的、永久和世界范围内有效的许可，可以将该在先作品作为该产品、程序或机器设备的一部分或与其一道进行制作、修改、使用或销售，或责成他人制作、修改、使用或销售。

**Prior Works Retained and Licensed.** For all inventions, discoveries, ideas, original works of authorship, developments, improvements, methods, proprietary technology and trade secrets (collectively referred to as "Prior Works")(if any) which were made by the Employee prior to her/his employment with the Employer and related to the Employer's current and proposed business, products, research or development, which are not assigned to the Employer, shall be assigned at no cost to the Employer and belong to the Employer. If during the term of the employment, the Employee incorporates into a product, technic, process or machine of the Employer and/or any of its Affiliates the Prior Works owned by the Employee or in which she/he has an interest, the Employer is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual and worldwide valid license to make, have made, modify, use and sell such Prior Works as of or in connection with such product, process or machine.

- 3.2 **发明的转让。**乙方特此认可并同意，甲方对乙方单独或合作构思、开发及付诸实施的，或促成构思、开发及付诸实施的一切发明、发现、理念、思想、设计、可享有著作权的作品、原创作品、开发、改进、概念、技术开发、技术方法、技术改进、专有技术、技术诀窍、程序、商标、商业秘密、以及其他包含或可能包含任何知识产权属性或不依照一国法律是否具有专利权或注册登记权属性的 (a) 在乙方受聘于甲方期间：(i) 与甲方和/或其关联方其他成员可预见的商业、工作、研究及发展以任何方式有关联的；或 (ii) 由乙方通过部分或全部甲方上班时间内或甲方设备、物资、设施或保密信息完成的；或 (iii) 由于甲方分配给乙方任务，或乙方在履行工作或其职责范围内而产生的各类上述信息和内容，及 (b) 在乙方与甲方雇佣关系解除或终止后的一（1）年内与任何与乙方在甲方雇佣期间活动相关的各类上述信息和内容（以下统称“发明”）而享有完整的、绝对的、及排他的权利、所有权及利益。如果乙方对任何发明享有任何权利、所有权或利益，乙方特此将该等权利、所有权或利益均转让给甲方。如果乙方不能将该等发明享有的权利、所有权或利益转让给甲方，则乙方特此授予甲方一项排他性的、免收使用费、可转让、不可撤销的、且在全世界均适用的许可（包括多层转许可再许可的权利），根据此项许可，甲方可行使该等不可转让的权利、所有权或利益。如果乙方既不能将该等发明的权利、所有权或利益转让给甲方，也不能给与甲方许可权，则乙方特此不可撤销地放弃就该等不可转让也不可许可的权利、所有权或利益向甲方或甲方的任何继承人进行索赔的权利，并同意永远也不会提出此种索赔。

**Inventions Assignment.** The Employee hereby acknowledges and agrees that the Employer shall have a complete, absolute and exclusive right, title, and interest in and for any and all inventions, discoveries, ideas, designs, copyrightable works, original works of authorship, developments, improvements, concepts, technical developments, technical methods, technical improvements, know-how, procedures, trademarks, trade secrets, and other productions or items containing intellectual properties of any nature, whether or not patentable or otherwise registrable under the laws of any country, and whether or not reduced to practice, made or conceived by the Employee, whether solely by the Employee or jointly with others, (a) during the period of the Employee's employment with the Employer, (i) that are related in any manner to the actual or demonstrably anticipated business, work, or research and development of the Employer or any of its Affiliates or (ii) that are developed in whole or in part during the Employee's working hours with the Employer or that used any of the Employer's equipment, supplies, facilities or Confidential Information, (iii) that result from or are implied by any task assigned to the Employee or any work performed by the Employee for or on behalf of the Employer or within the scope of Employee's duties and responsibilities with the Employer, and (b) within one (1) year after the termination of employment, that are related to any of the Employee's activities during her/his employment with the Employer (collectively referred to as "**Inventions**"). The Employee understands and agrees that the Employer is entitled to decide, using its sole discretion, whether or not to sell or commercialize any Invention. In the event that the Employee has any right or title to or interest in any Invention, the Employee hereby assigns such right, title or interest to the Employer. In the event that the Employee cannot assign any right or title to or interest in any Invention to the Employer, the Employee hereby grants the Employer an exclusive, royalty-free, assignable, irrevocable and worldwide license (including the right to sublicense through multilayered sublicensing) to exercise such right, title and interest that the Employee cannot assign to the Employer. If the Employee can neither assign nor license to the Employer any right, title or interest the Employee may have to or in any Invention, the Employee hereby irrevocably waives her/his right to assert such right, title or interest and agrees that the Employee will never assert any claims against the Employer or any successors of such entities with respect to such right, title or interest that the Employee can neither assign nor license to the Employer.

- 3.3 **发明的披露和记录。** 针对任何发明，乙方同意：(i) 无论乙方是否认为本协议项下的发明受中国专利法、中国著作权法或其它法律法规的保护，为了保护甲方在本协议下可以享有的一切权利，乙方必须立刻向甲方以秘密的方式书面披露发明及其资料和内容；以及 (ii) 在甲方的要求下，乙方必须立刻签署一份书面的发明转让协议，将与发明有关的所有权转让与甲方，并将此发明当作保密信息。乙方同意在受雇于甲方期间为一切发明保存最新且充分的书面记录，并在该等记录上签字。该等记录将采用笔记、草图、图样以及甲方不时规定的其他格式或形式。该等记录应随时供甲方查阅，且永远属甲方专有。

**Disclosure of Inventions and Records.** The Employee agrees that in connection with any Invention, (i) the Employee shall promptly disclose such Invention in writing to the Employer (which disclosure shall be received in confidence by the Employer), regardless of whether the Employee believes the Invention is protected by the PRC Patent Law, the PRC Copyright Law or any other laws and regulations, in order to permit the Employer to claim rights to which it may be entitled under this Agreement; and (ii) the Employee shall, at the Employer's request, promptly execute a written assignment of title in relation to any Invention to the Employer, and the Employee will preserve any such Invention as Confidential Information of the Employer. The Employee agrees to keep and maintain adequate and current written records of all Inventions and sign her/his name thereon during the term of her/his employment with the Employer. The records will be in the form of notes, sketches, drawings, and any other format or manner, which may be specified by the Employer from time to time. The records will be available to and remain the exclusive and sole property of the Employer at all times.

- 3.4 **职务发明和职务作品。** 双方确认，乙方在甲方任职期间，因基于职务、履行单位分派的任务或者主要是利用甲方的物质条件、业务信息等产生的发明，或无论何种原因乙方从甲方离职在离职之日起一年内完成的与其在甲方承担的本职工作或分配任务或业务有关的发明，甲方享有绝对的所有权、权利和利益，上述发明依中华人民共和国专利法和著作权法的定义属于职务发明和职务作品。乙方理解并同意甲方有权为了甲方和/或其他其关联方成员的单独利益自行决定是否将发明商业化或出售。乙方在任职期间完成的成果，乙方主张其本人享有知识产权的，应当及时向甲方书面申明。经甲方书面确认，认为确属非职务成果的，由乙方享有知识产权。乙方没有申明的，推定其为职务发明或职务作品。如某些作品不属于前述职务发明或职务作品，但与甲方或其关联方业务有关，在乙方向甲方披露此作品之日起三个月内，甲方及其关联方其他成员对该成果中的全部或部分权利（依甲方的选择而定）有优先购买权。

**Service Inventions and Works Made for Hire.** The Parties agree that the Employer shall have absolute ownership, right and interest in any invention that is created because of the employment or when performing an assignment or mainly by taking advantage of the Employer's materials or business information, etc., during the Employee's term of employment, and in any invention that is created within one year after the Employee's dismissal (for whatever reason) from the Employer, which is in connection with the Employee's duty or assignment with the Employer or with the Employer's business. Such inventions are defined as service inventions and works made for hire under the PRC Patent Law and the PRC Copyright Law. The Employee understands and agrees that the Employer is entitled to decide, using its sole discretion, whether to commercialize or sell such Inventions for the sole benefit of the Employer and/or any of its Affiliates. The Employee shall notify the Employer in writing of any accomplishments made by the Employee during the term of the employment, for which the Employee claims to own intellectual property rights. If the Employer confirms in writing that such accomplishments are not works made for hire, the Employee shall own the intellectual property rights of such accomplishments. Without the Employee's written authorization, such accomplishments are presumed to be service inventions or works made for hire. If any accomplishment is not included as a service invention or work made for hire but is related to the business of the Employer or its Affiliates, within three months after the Employee's disclosure of such accomplishments to the Employer, the Employer and any of its Affiliates shall have the pre-emptive right to buy any or all (determined by the Employer) such accomplishments.

- 3.5 **奖励、报酬和其他权利。**乙方特此同意甲方可以根据甲方有关乙方发明的奖励政策对乙方的发明给予奖励。乙方理解，该等奖励以及甲方根据甲方与乙方签订的《劳动合同》所支付的报酬是乙方因发明而有权获得的全部奖励和报酬（包括但不限于《中华人民共和国专利法》第15条中规定的“奖励”和“合理报酬”）。乙方特此不可撤销地放弃因任何发明而要求甲方支付其他任何奖励或报酬的权利，不论甲方是否实施或许可该等发明，也不论甲方是否从该等发明中获得利润、使用费或许可费。乙方还特此不可撤销地放弃在甲方出售、转让或以其他方式处理该等发明时乙方可能对该等发明享有的任何剩余权利。

**Reward, Remuneration and Other Rights.** The Employee hereby agrees that the Employer will reward the Employee for her/his Inventions in accordance with the policies of the Employer on rewards for inventions. The Employee understands that the reward and compensation the Employer pays in accordance with her/his employment contract constitutes all the rewards and remuneration the Employee is entitled to receive for her/his Inventions (including but not limited to the “reward” and “reasonable remuneration” set forth in Article 15 of the PRC Patent Law). The Employee hereby irrevocably waives any claim against the Employer for any other reward or remuneration for any Invention, regardless of whether the Employer implements or licenses such Inventions or whether the Employer makes any profit or receives any royalty payments or license fees from such Inventions. The Employee hereby also irrevocably waives any residual rights to the Inventions that she/he may have produced when the Employer sells, transfers or otherwise disposes of such Inventions.

- 3.6 **专利和著作权登记。**乙方同意协助甲方或其指定人在任何和所有国家以任何适当的方式取得甲方对发明的权利，以及所有著作权、专利权、集成电路布图设计权或其它与发明有关的知识产权，包括向甲方披露所有与之有关的信息和数据，签署所有申请、说明书、宣誓、转让协议，和其它甲方认为必要的、为了申请和取得上述权利、为了向甲方、其继承者、受让者或指定人转让上述发明的专有和排他的权利、所有权和利益，以及与之有关的所有著作权、专利权、集成电路布图设计权或其他知识产权所必需的文件，但所有与之有关的费用由甲方承担。乙方进一步同意，乙方签署或在有权责成他人签署的范围内责成他人签署任何上述文件的义务将持续至本协议终止后。如果甲方为依据上文转让给甲方的发明或原创作品申请中国或其他国家的专利或著作权登记，乙方特此不可撤销地指定并任命甲方及其正式授权的高级职员和代理人作为其代理人或代表代其签署并登记任何上述申请并采取所有其它法律许可的行动，以促进发明或原创作品的专利证书或著作权登记的申请和签发，上述人员的代理行为与乙方亲自行为同样有效。

**Patent and Copyright Registrations.** The Employee agrees to assist the Employer, or its designee, at the Employer's expense, in every proper way to secure the Employer's (or its designee's) rights in Inventions and any copyrights, patents, layout design of integrated circuits or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Employer of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Employer shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Employer, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, layout design of integrated circuits or other intellectual property rights relating thereto. The Employee further agrees that her/his obligation to execute or cause to be executed, when it is in her/his power to do so, any such instruments or papers shall continue after the termination of this Agreement. If the Employer is pursuing any applications for any PRC or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Employer as above, then the Employee hereby irrevocably designates and appoints the Employer and its duly authorized officers and agents as her/his agent and representative in fact, to act for and on the Employee's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patent or copyright registrations thereon with the same legal force and effect as if executed by the Employee.

- 3.7 **文档保管。**乙方同意在劳动合同期限内适时记录并保管好由乙方单独或与他人合作完成的所有作品的书面文档。该文档可以是记录表、梗概、图纸或任何其他格式。甲方有权随时获取这些文档并对其拥有单独的所有权。

**Safekeeping of Documents.** The Employee hereby agrees that, during the term of the employment, she/he shall duly keep records of and ensure the safekeeping of written documents of all the works completed by the Employee alone or jointly with other parties. Such documents could be catalogues, outlines, blueprints or any other forms. The Employer is entitled to obtain these documents at any time and acquire the exclusive ownership of these documents.

- 3.8 **使用。**乙方承诺，在任何时间，仅为甲方利益、并按甲方所要求的方式使用甲方知识产权；非经甲方事先书面授权，不对其作任何形式的处分/处置，包括将归属于甲方的知识产权告知/披露给任何第三方或将其公布于众。在与甲方的劳动关系解除/终止后，乙方应当立即停止对前述知识产权的一切使用行为。此外，甲方与乙方的劳动关系解除/终止后，乙方承诺不再声称是甲方雇员、或声称具有代表甲方的权利，且不得以任何形式（无论有偿或无偿、直接或间接）侵占、使用或者擅自复制、带走甲方及其关联方拥有知识产权的任何文件、资料，除非得到甲方的事先书面许可。

**Use.** The Employee warrants that she/he shall only use the Employer's intellectual property for the Employer's benefit and in accordance with instructions required by the Employer at any given time; without the Employer's prior written authorization, she/he shall not dispose/manage such intellectual property in any manner, including noticing/disclosing the Employer's intellectual property to any third party or publicizing them. After the dissolution/termination of the employment relationship with the Employer, the Employee shall immediately cease using any of the aforesaid intellectual property in any manner. Further, after the dissolution/termination of the employment relationship with the Employer, the Employee warrants that she/he shall not claim to be employed by the Employer or claim to be authorized by the Employer to, nor shall the Employee, embezzle, use, copy or take away, any file or material of the Employer and any of its Affiliates without authorization, unless with the Employer's prior written consent.

## 第 4 条 不竞争

### Non-Competition

#### 4.1 不招徕义务

##### **Non-Solicitation**

4.1.1 乙方同意在聘用期限内以及无论因任何原因或理由在解除/终止双方劳动关系后的任何时候，不得为自己、其他任何个人或实体，直接或间接地拉拢、

唆使、招募、怂恿甲方和/或其关联方其他成员的雇员离职，不得带走前述雇员，也不得企图为前述行为。

The Employee agrees that during the term of her/his employment and at all times thereafter, irrespective of the reason or cause of termination, the Employee shall not directly or indirectly solicit, induce, recruit or encourage any employee of the Employer and/or its Affiliates to resign, or remove such employees, or attempt to solicit, induce, recruit, encourage or remove such employees, either for herself/himself or for any other individual or entity.

4.1.2 乙方同意并确认，遵守并自愿接受不招徕义务的约束，且甲方无须在乙方在职期间及离职之后向乙方另行支付任何补偿/费用。

The Employee agrees and acknowledges that she/he shall be bound by the se non-solicitation obligations without any obligation by the Employer to pay her/him any compensation/fee during the term of the employment or after her/his dismissal.

4.2 **在职期间的职业冲突。**在劳动合同期限内，乙方将为甲方提供全职服务且不会直接或间接接受、提供或从事与甲方及/或其关联方现有或将来业务相关的任何其他实体的聘任、

职位、咨询服务或其他业务活动，也不会从事与乙方对甲方所负义务冲突的其他活动。未经甲方事先书面同意，在劳动合同期限内，乙方不得持有其他任何从事与甲方及/或其关联方现有或将来业务相关的任何其他公司的股权或权益，除非乙方在本协议签署之日已向甲方披露其在上述公司的持股情况。

**Conflict of Interest during the Term of Employment.** During the term of her/his employment, the Employee shall provide full-time service to the Employer and shall not accept, provide or engage in, directly or indirectly, any other employment, occupation, consulting service or other business activity of another entity related to the business in which the Employer and/or its Affiliates are now or will become involved in, nor shall the Employee engage in any other activity that conflicts with her/his obligations to the Employer. Without the Employer's prior written consent, during the term of her/his employment, the Employee shall not hold any share or interest of any other company related to the business in which the Employer and/or its Affiliates are now or will become involved in, except those that have been disclosed to the Employer before the execution of this Agreement.

#### 4.3 离职后的竞业限制

##### **Non-Competition**

4.3.1 **竞业限制义务。**乙方同意在无论因任何原因、有意或无意、自愿或非自愿、有无事前通知而与甲方解除/终止劳动关系之日起的24个月内（下称“竞业限制期”），

在没有取得甲方事先书面同意的情况下，乙方都不会：(i) 担任同甲方及/或其关联方业务形成竞争关系或有相似业务的，或与甲方和/或其关联方有直接经济往来的实体的股东、合伙人、雇员、顾问、管理人员、董事、经理、代理人、

合作者、投资者等；(ii) 直接或间接地拥有、购买、设立组织或筹备设立组织而同甲方及/或其关联方业务形成竞争或相似业务关系；

(iii) 从甲方或其关联方的任何客户、供应商、分销商或代理人等第三方处获得订单或与其开展任何业务；(iv) 促使任何第三方从甲方或其关联方的任何客户、供应商

、分销商或代理人等处获得订单或与其开展任何业务；(v) 采取或发表不利于甲方或其关联方的声誉的任何行动或言论；或 (vi) 使用与甲方或其关联方的名称或用于经营的名称类似的可能产生混淆的任何名称，

或使用前述名称组建或以其他方式创建任何企业实体、组织或域名。上述约定将涵盖规定期间内乙方从事业务活动的任一地域范围。

**Non-Competition Obligation.** The Employee agrees that during the term of her/his employment and for a period of 24 months (the "Non-Competition Term") immediately following the dissolution/termination (for any reason, without cause or for cause, voluntarily or involuntarily, with or without prior notice) of her/his employment relationship with the Employer, without the Employer's written consent, the Employee shall not: (i) act as the shareholder, partner, employee, consultant, management personnel, director, manager, agent, cooperator or investor, etc., of any entity that is engaged in a competing or similar business as that of the Employer and/or its Affiliates, or any entity that has a direct economic relationship with the Employer and/or its Affiliates; (ii) directly or indirectly own, acquire or establish an entity to engage in a business that competes with or is similar to the business of the Employer and/or its Affiliates; (iii) obtain orders from or conduct business with any third party who is a customer, supplier, distributor or agent of the Employer or its Affiliates; (iv) procure any third party to obtain orders from or conduct business with any customer, supplier, distributor or agent of the Employer or its Affiliates; (v) take any action or publish any comments that is disadvantageous to the reputation of the Employer or its Affiliates; or (vi) use any name similar to the names or business names of the Employer or its Affiliates that would create a likelihood of confusion, or use such names to organize or in any other manner establish any enterprise, organization or domain name. The aforesaid covenants shall cover any territory where the Employee may conduct business during the specified term.



4.3.2 **竞业限制范围。**上述第4.3.1条中的约定可视为由基于地域范围内的每一城市、州县、国家等一系列的独立约定组成。在仲裁/诉讼程序中

，若仲裁庭/法庭拒绝执行任何个别的约定（或其中一部分），该无法执行的约定将被排除于本协议，以保证其他约定可被执行。如果第4.3.1条中的规定超出了法律允许的时间、

地域和范围限制，则该规定将变更为法律允许的时间、地域和范围限制的上限。

**Scope of Non-Competition.** The covenants in Article 4.3.1 may be deemed as a series of separate covenants covering each city, province and country within the territorial scope of the non-competition obligation contained therein. In any arbitration/litigation procedure, if the tribunal/court refuses to enforce any individual covenant (or a part of it), the unenforceable covenant will be excluded from this Agreement to ensure the enforceability of other covenants. If any covenant under Article 4.3.1 exceeds any time, territory and scope limits required by law, such covenant shall be automatically amended to reflect the maximum time, territory and scope permitted by law.

#### 4.3.3 竞业限制补偿金

##### **Compensation for Non-Competition**

(1) 因乙方在解除/终止劳动关系后履行本协议第4.3.1条的约定，竞业限制期内乙方将从甲方获得竞业限制经济补偿金（简称“补偿金”）。补偿金将由甲方在竞业限制期内按月发放，补偿金标准将由双方另行约定。

As consideration for performing the non-competition obligations under Article 4.3.1 following the dissolution/termination of the employment relationship, the Employee shall be paid economic compensation by the Employer for the Non-Competition Term (the "Compensation"). The Compensation will be paid by the Employer on a monthly basis during the Non-Competition Term. The standard of the Compensation will be agreed upon by the Parties separately.

(2) 若适用的法律法规对补偿金的计算标准另有规定，则以法律法规规定的最低标准为准。

If applicable laws and regulations otherwise provide the standard for Compensation, the legally allowed minimum standard shall apply.

(3) 如果甲方放弃对于乙方的竞业限制的要求或者缩短竞业限制的期限，该等补偿金应当相应取消或者按比例减少。

If the Employer waives the Employee's non-competition obligations or shortens the Non-Competition Term, the Compensation shall be cancelled or proportionally reduced.

(4) 乙方应在竞业限制期内每季度向甲方书面报告就业情况（包括新雇主的名称、工作岗位等信息），以证明其不存在违反竞业限制义务的情况。如乙方未能按照前述约定如期报告，

则甲方有权暂停支付竞业限制补偿金，直至乙方提供书面就业情况报告。乙方同意，因乙方未能按照前述约定如期报告就业情况的，即使甲方暂停支付竞业限制补偿金超过3个月的，乙方亦无权要求终止竞业限制义务。

In order to prove there is no violation of non-competition obligations herein, the Employee shall notify the employment relationship with the new employer (including the name of new employer, the position, etc.) to the Employer in written quarterly during the Non-Competition Term. If the Employee fails to do so, the Employer shall be entitled to suspend the Compensation. The Employee further agrees that, in the event that the Employer suspends the Compensation more than 3 months due to the Employee's failure of completing the aforesaid notification obligation, the Employee shall have no right to terminate such non-competition obligation.

4.3.4 **甲方的单方解除权。**在竞业限制期内，甲方有权自主、单方面决定终止或缩短乙方的竞业限制义务，包括竞业限制期限、范围、地域等。

**Unilateral Termination by the Employer.** During the Non-Competition Term, the Employer is entitled to, unilaterally and at its sole discretion, terminate or shorten the Employee's non-competition obligations, with respect to the term, scope and territory, etc., of the non-competition obligations.

#### 4.3.5 乙方保证

##### **Warranties by the Employee**

(1) 乙方同意并确认将从甲方提供的包含甲方和/或其关联方其他成员的秘密信息的协议中获益非浅，该信息可使乙方更好地履行对甲方的职责。同时，乙方确认并同意，

上述条款中的对乙方义务的时间、地理及范围的限制是合理的，尤其是就甲方和其关联方保护其秘密信息的要求而言。

The Employee agrees and confirms that she/he will receive a tangible benefit from any agreement provided by the Employer to her/him that contains Confidential Information of the Employer and/or its Affiliates. Such information will assist the Employee to better perform her/his duties for the Employer. The Employee agrees and confirms that the time, territory and scope limitations on the Employee's obligations are reasonable, especially with regard to the protection of the Confidential Information of the Employer and its Affiliates.

- (2) 乙方同意并确认，此前未曾与任何第三方签署过任何包含竞业禁止/竞业限制条款或类似条款的合同。如因乙方违反上述声明导致甲方被第三方指控连带侵权，乙方应承担与此有关的全部法律责任和经济赔偿责任。
- The Employee agrees and confirms that she/he has never entered into any contract that contains a non-competition restrictions, a non-competition clause, or similar restriction or clause. If the Employer is accused of jointly infringing any right of a third party due to the Employee's breach of any warranty to such third party, the Employee shall be responsible for all legal liabilities and all damages.

## 第 5 条 违约责任 Liabilities for Default

- 5.1 乙方违反本协议约定的竞业限制义务或相关陈述/保证/声明，应当按照人民币伍拾万元（RMB500,000.00）的标准向甲方支付违约金。同时，由于乙方违约给甲方造成损失的，乙方应赔偿甲方的全部直接及间接损失。
- If the Employee breaches her/his non-competition obligations or relevant representations/warranties/statements, it shall pay the Employer RMB 500,000.00 as liquidated damages. If the Employer incurs damages due to such breach, the Employee shall also compensate to the Employer all of Employer's direct and indirect damages.
- 5.2 乙方违反本协议约定的其余义务或相关陈述/保证/声明，并且给甲方造成损失的，应赔偿甲方的全部直接及间接损失。
- If the Employer incurs damages due to the Employee's breach of other obligations in this Agreement or relevant representations/warranties/statements, the Employee shall compensate to the Employer all of Employer's direct and indirect damages.
- 5.3 如乙方构成违约/侵权行为，甲方有权在将违约金/损害赔偿金告知乙方后，从乙方的工资报酬、奖金、补偿金或其它收入中直接扣除。不足部分，甲方有权向乙方继续追偿。
- If the Employee breaches/infringes the rights and interests of the Employer or any of its Affiliates, the Employer shall be entitled to directly deduct liquidated damages or damages from the Employee's salary, bonuses, compensation or other income after it notifies the Employee of the amount of such liquidated damages or damages being deducted. The Employer shall also be entitled to claim against the Employee for the amount that exceeds the aforesaid deductions.

## 第 6 条 其他 Miscellaneous Provisions

- 6.1 **通告新雇主。**乙方在此同意并确认，若乙方离职（无论任何原因），甲方有权将乙方在本协议项下的权利义务通告乙方的新雇主。  
**Notification to the New Employer.** The Employee agrees and acknowledges that in the event the Employee leaves employment with the Employer (for whatever reason), the Employer is entitled to inform the Employee's new employer of its rights and obligations under this Agreement.
- 6.2 **陈述。**为履行本协议的规定，乙方将履行承诺或核实必要的文件。乙方履行本协议条款时不会构成对签署《劳动合同》前乙方获得的任何受保密措施保护的专有信息的保密约定的违反。  
乙方未曾也不会达成任何与本协议相矛盾的口头或书面协议。  
**Representations.** The Employee agrees to execute any warranty or verify any proper document that is required to implement the terms of this Agreement. The Employee represents that her/his performance of all the terms of this Agreement will not breach any confidentiality agreement on proprietary information executed by the Employee prior to her/his employment with the Employer. The Employee represents and warrants that she/he has not entered into and shall not enter into, any oral or written agreement that conflicts with this Agreement.
- 6.3 **适用法律。**有关本协议的订立、有效性、解释和履行及由此产生的争议均适用中国法律。  
**Governing Law.** The execution, validity, interpretation and performance of this Agreement and the disputes arising therefrom shall be governed by PRC law.
- 6.4 **完整协议。**本协议是对甲方与乙方间有关标的事项的完整规定，取代此前双方在这方面的任何协议，并涵盖此前双方的所有讨论。非经双方书面同意，任何对于本协议的变更和修改以及对于协议项下权利的放弃都无效。乙方职责、薪水和补偿方面的任何变化都不影响本协议的效力和范围。  
**Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein, and supersedes any prior agreements between the Parties regarding the subject matter herein, and merges all prior discussions between the Parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless they are in writing and signed by both Parties. Any subsequent change to the Employee's duties, salary or compensation will not affect the validity or scope of this Agreement.

6.5 **通知。**本协议项下要求或发出的所有通知或任何正式文件可以通过电子邮件或者挂号邮寄方式送达，该等通知或任何正式文件视为有效送达的日期按如下方式确定：

**Notices.** All notices and official documents required or permitted to be given pursuant to this Agreement shall be delivered by Email or registered mail, and shall be deemed to have been effectively delivered as follows:

- (1) 如果通过电子邮件方式发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）；  
Notices and official documents delivered by Email shall be deemed to be effectively delivered on the date of its successful transmission (as evidenced by a confirmation of transmission that is automatically generated);
- (2) 如果通过挂号邮寄方式发出的，则以送达到甲方地址、乙方通讯住址即视为已送达。  
Notices and official documents delivered by registered mail shall be deemed to be effectively delivered when they are delivered to the recipient's address.

若任何一方地址/通讯地址、电子邮箱/私人电子邮箱发生变化，应立即以书面形式通知另一方。否则造成双方联系障碍，由过错的一方负责。  
If either Party changes its address or Email, such Party shall immediately notify the other Party of such changes in writing; otherwise if any communication issue occurs, the violating Party shall be responsible.

6.6 **附属协议。**本协议作为甲乙双方签署的《劳动合同》的附件，应与《劳动合同》一体解释，但本协议的效力不因《劳动合同》的终止而终止。本协议未约定的事项，法律有明确规定的，以法律规定为准。

**Ancillary Agreements.** This Agreement is an appendix to and is an integral part of the employment contract signed by the Parties, and shall be interpreted in accordance to such employment contract. This Agreement does not terminate upon the termination of the employment contract signed by the Parties. Any issue not specified in this Agreement that is governed by law shall be determined by such applicable law.

6.7 **独立性。**如果本协议的任何条款被有权机关认定违反法律，本协议的其余条款仍将保持其完整的效力和有效性。

**Severability.** If any provision in this Agreement is deemed to be unenforceable or to be in violation of law by any competent authority, the remaining provisions of this Agreement shall continue to remain in full force and effect.

6.8 **继任者与受让者。**本协议对乙方的继承人、遗嘱执行人、管理者或其他法定代表均有约束力，也将维护甲方及其继任者与受让者的利益。

**Successors and Assigns.** This Agreement shall bind the Employee's heirs, executors, administrators and other legal representatives and shall protect the benefits of the Employer, its successors and assigns.

6.9 **生效。**本协议以中英文书就，一式两份，甲方和乙方各持一份，具有同等效力。如中英文版本不一致的，以中文版本为准。本协议自甲方盖章、

甲方法定代表人或授权代表及乙方签署并于文首所载之日起正式生效。

**Execution.** This Agreement is written in Chinese and English, and is in two counterparts with equal validity. Each Party shall have one counterpart. In the event there is any discrepancy between the Chinese and English versions, the Chinese version shall prevail. This Agreement becomes effective upon being stamped by the Employer and signed by Legal Representative or Authorized Representative of the Employer and the Employee on the date specified at the beginning of this Agreement.

6.10 双方确认，在签署本协议前已仔细阅读过本协议全文，并完全了解各条款的法律含义，对本协议约定的条文无重大误解。

The Parties confirm that they have reviewed this Agreement carefully before signing it, and there are no material misunderstandings about the provisions herein.

(以下无正文)

(Remainder of this page is intentionally left blank)

甲方：大有人在（深圳）科技有限公司（盖章）  
Employer: Dayou Renzai (Shenzhen) Technology Co., Ltd. (seal)

法定代表人或授权代表：李瓚宇  
Legal Representative or Authorized Representative: LI Zanyu

签署：  
Signature: /s/ Li Zanyu

乙方：李瓚宇  
Employee: LI Zanyu

签署：  
Signature: /s/ Li Zanyu



## **iPower Acquires a 100% Interest in its Global Hydroponic Co-Engineering Partner, Daheshou Shenzhen Information Technology**

*Strategic Acquisition Expands Production Capacity and Deepens R&D Capabilities*

**DUARTE, CA, February 22, 2022** – On February 15, 2022, iPower Inc. (Nasdaq:IPW) (“iPower” or the “Company”), one of the leading online hydroponic equipment suppliers and retailers, acquired Anivia Limited, a British Virgin Islands company, for US\$12 million. Anivia Limited controls a 100% interest in iPower’s largest global co-engineering partner, Daheshou Shenzhen Information Technology Co. Ltd (“DHS”).

DHS is a service provider based in Shenzhen, China that is engaged in R&D, distribution, quality assurance, end-to-end supply chain management services, and online merchandising services. DHS provides these services to markets throughout North America, Europe and Asia. DHS generated approximately \$9.0 million of gross sales in fiscal year 2021, with the majority of that revenue coming from iPower, DHS’s largest customer.

The acquisition of DHS will expand iPower’s current supply chain and e-commerce capabilities through in-house product sourcing, manufacturing network management, quality assurance processes and R&D expertise.

“Since the onset of the global pandemic and throughout the past year’s volatile supply chain environment, we have relied extensively on DHS to source consistent, high-quality products in a timely fashion,” said iPower CEO Lawrence Tan. “Their deep sourcing network and R&D expertise have been invaluable assets to our company. Bringing our key supplier and logistics service provider in-house will strengthen our supply chain and reduce the risk of potential supplier turnover. We also plan to utilize DHS for the benefit of our recently announced joint ventures, which will extend our new suite of services to a broader set of customers and partners going forward.”

The \$12.0 million in transaction consideration includes \$1.5 million of cash and a \$3.5 million unsecured promissory note, with the remaining \$7.0 million paid in the form of 3,083,700 shares of iPower common stock, valued at \$2.27 per share, which was the closing price of our common stock traded on the Nasdaq Capital Market on February 15, 2022. The promissory note bears interest at a rate of 6% per year and will mature in two years. All common stock issued is subject to a 180-day lock-up period following the closing of the transaction.

Additional information can be found in our Current Report on Form 8-K filed with the Securities and Exchange Commission on February 22, 2022.

**About iPower Inc.**

iPower Inc. is one of the leading online retailers and suppliers of hydroponics equipment and accessories. iPower offers thousands of stock keeping units from its in-house brands as well as hundreds of other brands through its website, [www.zenhydro.com](http://www.zenhydro.com), and its online platform partners. iPower has a diverse customer base that includes both commercial businesses and individuals. For more information, please visit iPower's website at <https://ir.meetipower.com/>.

**Forward-Looking Statements**

All statements other than statements of historical fact in this announcement are forward-looking statements. These forward-looking statements involve known and unknown risks and uncertainties and are based on current expectations and projections about future events and financial trends that iPower believes may affect its financial condition, results of operations, business strategy and financial needs. Investors can identify these forward-looking statements by words or phrases such as "may," "will," "expect," "anticipate," "aim," "estimate," "intend," "plan," "believe," "potential," "continue," "is/are likely to" or other similar expressions. iPower undertakes no obligation to update forward-looking statements to reflect subsequent occurring events or circumstances, or changes in its expectations, except as may be required by law. Although iPower believes that the expectations expressed in these forward-looking statements are reasonable, it cannot assure you that such expectations will turn out to be correct, and iPower cautions investors that actual results may differ materially from the anticipated results and encourages investors to review other factors that may affect its future results in iPower's registration statement and in its other filings with the SEC.

**Investor Relations Contact**

Sean Mansouri, CFA  
Elevate IR  
(720) 330-2829  
[IPW@elevate-ir.com](mailto:IPW@elevate-ir.com)