

# 股权质押协议

## Equity Interest Pledge Agreement

本股权质押协议（下称“本协议”）由下列各方于 2017 年 8 月 10 日在中华人民共和国（下称“中国”）北京签订：

This Equity Interest Pledge Agreement (this “Agreement”) has been executed by and among the following parties on August 10, 2017 in Beijing, the People’s Republic of China (“China” or the “PRC”):

甲方：北京看看车科技有限公司（下称“质权人”），一家依照中国法律设立和存在的有限责任公司，地址为北京市海淀区上庄镇上庄路 115 号院一层 703 号；

**Party A: Beijing Kankanche Technology Co., Ltd.** (hereinafter “Pledgee”), a limited liability company, organized and existing under the laws of the PRC, with its address at No. 703, 1/F, No. 115 Shang Zhuang Road, Shang Zhuang Town, Haidian District, Beijing;

乙方：北京甲盛投资管理有限公司（下称“出质人”），一家依照中国法律设立和存在的有限责任公司，地址为北京市北京经济技术开发区荣华中路 19 号院 1 号楼 A 座 20 层；及

**Party B: Beijing Jiasheng Investment Management Co., Ltd.** (hereinafter “Pledgor”), a limited liability company organized and existing under the laws of the PRC, with its address at Floor 20, Block A, Building 1, No.19 Ronghua Mid Road, Economic Technological Development Area, Beijing; and

丙方：北京易鑫信息科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为北京市海淀区首都体育馆南路 6 号 3 号楼 9 层 953 室。

**Party C: Beijing Yixin Information Technology Co., Ltd.** a limited liability company organized and existing under the laws of the PRC, with its address at Suite 953, 9/F, Building 3, 6 Capital Gymnasium South Road, Haidian District, Beijing.

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

鉴于：

Whereas:

1. 出质人是一家在中国北京注册成立的有限责任公司，在本协议签署日，持有丙方 17.7% 的股权，代表丙方注册资本人民币 8,850,000 元。丙方是一家在中国北京注册成立的、从事与汽车相关的金融服务的有限责任公司。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；

Pledgor is a limited liability company registered in Shenzhen, China who as of the date hereof holds 17.7% of equity interests of Party C, representing RMB

8,850,000 in the registered capital of Party C. Party C is a limited liability company registered in Beijing, China, engaging in automobile related financial services. Party C acknowledges the respective rights and obligations of Pledgor and 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。质权人与出质人所拥有的丙方于北京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）；

Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and Party C which is owned by Pledgor have executed an Exclusive Business Cooperation Agreement (as defined below) in Beijing; Party C, Pledgee and Pledgor have executed an Exclusive Option Agreement (as defined below); and Pledgor has executed a Power of Attorney (as defined below) in favor of 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 Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in Party C as security for Party C's and Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney;

## 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 Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of 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 auction or sale of the Equity Interest.

- 1.2 质押股权：指出质人现在和将来合法持有的其在丙方的全部股权权益。  
Equity Interest: shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgor in Party C.

- 1.3 质押期限：指本协议第 3 条规定的期间。

Term of 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 2017 年 8 月 10 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 2017 年 8 月 10 日签订的独家购买权协议 (“独家购买权协议”); 和出质人于 2017 年 8 月 10 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 Pledgee on August 10, 2017 (the “Exclusive Business Cooperation Agreement”), the Exclusive Option Agreement executed by and among Party C, Pledgee and Pledgor on August 10, 2017 (the “Exclusive Option Agreement”), Power of Attorney executed on August 10, 2017 by 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 Pledgor 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/或丙方的任何违约事件或者任何交易文件的无效、撤销或解除而遭受的全部直接、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、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 Pledgee, incurred as a result of any Event of Default of the Pledgor and/or Party C or invalidity, revocation and termination of any Transaction Document. The amount of such loss shall be calculated in accordance with but not limited to the reasonable business plan and profit forecast of Pledgee, the service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, damages and relevant fees, all expenses occurred in connection with enforcement by Pledgee of 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 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合同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。

Pledgor agrees 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 Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.

- 2.2 本协议项下担保的效力不因交易文件的任何修改或变更而受到任何影响,本协议项下的担保对于修改后的交易文件项下出质人和丙方的义务仍然有效。如果任一交易文件因任何原因成为无效、被撤销或解除,则质权人有权立即按照本协议第 8 条的规定行使质权。

The effect of the security under this Agreement shall not be affected in any way due to any modification or change of the Transaction Documents. The security under this Agreement shall remain effective upon the obligations of the Pledgor and Party C under the revised Transaction Documents. If any Transaction Document becomes invalid, revoked or terminated for any reason, the Pledgee shall be entitled to immediately exercise the Pledge in accordance with Article 8 of this Agreement.

- 2.3 在质押期限内,质权人有权收取质押股权所产生的红利或股利。在质权人事先书面同意的情况下,出质人方可就质押股权而分得股利或分红。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)在不违反中国法律的前提下,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, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

- 2.4 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。

Pledgor may subscribe for capital increase in Party C only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest.

- 2.5 如丙方根据中国法律的强制性规定需予以解散或清算,出质人在丙方依法完成解散或清算程序后,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)在不违反中国法律的前提下,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 Pledgor upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designate and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

### 3. 质押期限

#### Term of 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支付完毕为止。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10个工作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,为办理股权质押工商登记手续,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 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. Pledgor 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 10 business 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. Pledgor and Party C shall submit all necessary documents and complete all necessary

procedures, as required by the PRC laws and regulations and the relevant 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 Pledge, in the event Pledgor and/or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, 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 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 Pledge set forth in this Agreement, Pledgor shall deliver to 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. Pledgee shall have custody of such documents during the entire Term of Pledge set forth in this Agreement.

#### 5. 出质人和丙方的陈述和保证

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

出质人和丙方特此在本协议签署之日向甲方分别陈述和保证如下:

As of the execution date of this Agreement, Pledgor and Party C hereby severally represent and warrant to Party A that:

- 5.1 丙方是根据中国法律依法设立并有效存续的有限责任公司;  
Party C is a limited liability company duly organized and validly existing under the laws of the PRC;
- 5.2 出质人是质押股权唯一的合法所有人;  
Pledgor is the sole legal and beneficial owner of the Equity Interest;
- 5.3 质权人有权以本协议规定的方式处分并转让质押股权;  
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement;
- 5.4 除本质权之外, 出质人未在质押股权上设置任何其他质押权利或其他担保权益;  
Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest;
- 5.5 其具有签订、交付本协议并履行其在本协议项下的义务的权力、能力和

授权。本协议一旦签署后，将对其构成合法、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 to perform their obligations hereunder. This Agreement, when executed, will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 5.6 出质人和丙方已经取得政府部门和第三方的同意及批准(若需)以签署, 交付和履行本协议; 和

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

- 5.7 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, 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 instrument 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 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, Pledgor 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;

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 Pledgee, except for the performance of the Transaction Documents; Party C shall not assent to or assist in the aforesaid behaviors;

- 6.1.2 出质人和丙方遵守并执行所有有关权利质押的法律、法规的规定, 在收到有关主管机关就质权发出或制定的通知、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；

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

- 6.1.3 出质人不得进行或容许任何可能会对质权人合同义务涉及的利益或质押股权有不利影响之行为或行动。出质人和丙方将任何可能对质押股权或其任何部分的权利产生影响的事件或收到的通知，以及可能改变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中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；

Pledgor shall not conduct or allow any activities or actions that would adversely affect Pledgee's rights related to the Contract Obligations or the Equity Interest. Pledgor and Party C shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement;

- 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 extension of the term of operation 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。

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

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

- 6.4 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。

Pledgor 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 Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

- 6.5 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，出质人即构成对本协议的违反，且应赔偿质权人由此遭受的一切损失。

Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure of or partial performance of its guarantees, promises, agreements, representations and conditions, the Pledgor is deemed in breach of this Agreement and 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 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；  
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, Pledgor and Party C shall immediately notify 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 this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee delivers a notice to the Pledgor and/or Party C requesting rectification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor 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 Pledge

- 8.1 在质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。

Pledgee shall issue a written Notice of Default to Pledgor 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, 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 Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under 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 auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its due exercise of such rights and powers.

- 8.4 质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

和费用以及和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；在中国法律允许的情况下，出质人应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 exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and to perform 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 Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expense incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.

- 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，无须先行使其其他违约救济。

Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right 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 auction or sale of the Equity Interest under this Agreement, without exercising 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。

Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor 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 Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and Party C shall provide necessary assistance to enable 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所作的任何一项约定，质权人有权终止本协议和/或要求出质人或丙方给予损害赔偿；本第9条不应妨碍质权人在本协议下的任何其他权利；

If Pledgor or Party C conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or Party C to indemnify all damages; this Section 9 shall not

prejudice any other rights of Pledgee herein;

9.2 除非法律另有规定，出质人或丙方在任何情况均无任何权利单方终止或解除本协议。

Pledgor or Party C shall not have any right to terminate this Agreement unilaterally in any event unless otherwise required by applicable laws.

## 10. 转让

### Assignment

10.1 除非经质权人事先同意，出质人和丙方无权赠予或转让其在本协议项下的权利义务。

Without Pledgee's prior written consent, Pledgor and Party C shall not have the right to assign or delegate their rights and obligations under this Agreement.

10.2 本协议对出质人及其继任人和经许可的受让人均有约束力，并且对质权人及每一继任人和受让人有效。

This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and 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, 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 assigns shall have the rights and obligations of 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 Pledgee due to assignment, Pledgor and/or Party C shall, at the request of 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 relevant AIC.

## 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，解除本协议下的股权质押的质押，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 Pledgor and Party C, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of Party C and with relevant AIC.

- 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 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 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, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of the PRC.

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中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁程序和规则仲裁解决。仲裁应在北京进行。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 construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at that time. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all Parties.

14.3 在中国法律允许的前提及适当情况下,仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济,包括临时性的和永久性的禁令救济(如商业行为的禁令救济,或强制转让资产的禁令救济)、合同义务的实际履行、针对丙方的股权或资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下,在等待组成仲裁庭期间或在适当情况下,各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济,以支持仲裁的进行。就此,各方达成共识在不违反适用法律的前提下,香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

To the extent permitted by PRC laws and where appropriate, the arbitration tribunal may grant any remedies in accordance with the provisions of this Agreement and applicable PRC laws, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of Party C and awards directing Party C to conduct liquidation. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either Party may seek preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the Parties agree that the courts of Hong Kong, Cayman

Islands, China and the place where the principal assets of Party C are located shall all be deemed to have competent jurisdiction.

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

## 15. 通知

### Notices

- 15.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。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 or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 15.2 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的,则以于设定为通知的地址在发送或拒收之日为有效送达日。

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

- 15.3 通知如果是以传真发出的,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 given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

- 15.4 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: 北京看看车科技有限公司

**Party A: Beijing Kankanche Technology Co., Ltd.**

地址: 北京市朝阳区黄衫木店路9号绿森时代广场9层

Address: 9/F, No. Lv Sen Times Square, No. 9 Huang Shan Mu Dian Road, Chaoyang District, Beijing

收件人: 郑伟

Attn: Wei ZHENG  
电话: +86 186-0003-1866  
Phone: +86 186-0003-1866

乙方: 北京甲盛投资管理有限公司  
**Party B: Beijing Jiasheng Investment Management Co., Ltd.**  
地址: 北京市大兴区亦庄经济技术开发区科创11街18号院A座21层  
Address: 21th Floor, Building A, No. 18 Kechuang 11th Street, Yizhuang Economic and Technological Zone, Daxing District, Beijing  
收件人: 法务部  
邮箱: legalnotice@jd.com  
Email: legalnotice@jd.com

丙方: 北京易鑫信息科技有限公司  
**Party C: Beijing Yixin Information Technology Co., Ltd.**  
地址: 北京市海淀区首都体育馆南路6号新世纪饭店写字楼9层953室  
Address: Room 953, Floor9, New Century Hotel Office, No.6, Capital Gymnasium South Road, Haidian District, Beijing  
收件人: 韩波  
Attn: Bo HAN  
电话: +8610 6849 2345  
Phone: +8610 6849 2345

15.5 任何一方可按本条规定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 hereof.

## 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 found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this 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. 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.

## 18. 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.

## 19. 生效

### **Effectiveness**

18.1 本协议自各方正式签署之日起生效。

This Agreement shall become effective upon execution by the Parties.

18.2 本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章后生效。

Any amendments, supplements or changes to this Agreement shall be in writing and shall become effective after the affixation of the signatures or seals of the Parties.

## 20. 语言和副本

### **Language and Counterparts**

本协议以中文和英文书就，一式四份，质权人、出质人和丙方各持一份，剩余一份用于登记。中英文版本如有冲突，应以中文版为准。

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and Party C shall hold one copy respectively and the other copy shall be used for registration. In case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

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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.

甲方：北京看看车科技有限公司（章）  
Party A: Beijing Kankanche Technology Co., Ltd. (seal)

签字：

By:

姓名：郑伟

Name: Wei ZHENG

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.

乙方：北京甲盛投资管理有限公司（章）

Party B: Beijing Jiasheng Investment Management Co., Ltd. (seal)

签字：

By:

姓名：张勇

Name: Pang ZHANG

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.

丙方：北京易鑫信息科技有限公司（章）

Party C: Beijing Yixin Information Technology Co., Ltd. (Seal)

签字：

By:

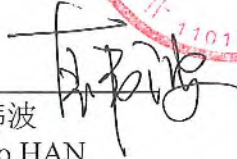
姓名：

Name:

职位：

Title:

韩波



Bo HAN

法定代表人

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.

**北京易鑫信息科技有限公司股东名册**  
**Shareholders' Register of**  
**Beijing Yixin Information Technology Co., Ltd.**

股东姓名: 北京甲盛投资管理有限公司

**Name of Shareholder:** Beijing Jiasheng Investment Management Co., Ltd.

注册号: 110302018182400

**Registration No.:** 110302018182400

住所: 北京市北京经济技术开发区荣华中路 19 号院 1 号楼 A 座 20 层

**Address:** Floor 20, Block A, Building 1, No.19 Ronghua Mid Road, Economic Technological Development Area, Beijing

出资额: 人民币 8,850,000 元

**Capital Contribution:** RMB 8,850,000

出资比例: 17.7%

**Percentage of Contribution:** 17.7%

出资证明书编号: 003

**Capital Contribution Certificate No.:** 003

北京甲盛投资管理有限公司拥有北京易鑫信息科技有限公司 17.7%的股权, 此 17.7%的股权已经全部质押给北京看看车科技有限公司。

Beijing Jiasheng Investment Management Co., Ltd. holds 17.7% of the equity interest in Beijing Yixin Information Technology Co., Ltd. and such 17.7% equity interest has been pledged to Beijing Kankanche Technology Co., Ltd. in full.

  
北京易鑫信息科技有限公司(章)  
Beijing Yixin Information Technology Co.,  
Ltd.

签署:

By: 

姓名: 韩波

Name: Bo HAN

职位: 法定代表人

Title: Legal Representative

日期: 2017 年 8 月 10 日

Date: August 10 2017

北京易鑫信息科技有限公司出资证明书  
(编号: 003)  
**Capital Contribution Certificate**  
**for Beijing Yixin Information Technology Co., Ltd.**  
(No: 003)

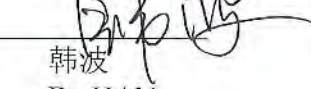
公司名称: 北京易鑫信息科技有限公司  
**Company Name:** Beijing Yixin Information Technology Co., Ltd.  
公司成立日期: 2015年1月9日  
**Date of Establishment:** January 9, 2015  
公司注册资本: 人民币 50,000,000 元  
**Registered Capital:** RMB 50,000,000  
股东姓名: 北京甲盛投资管理有限公司  
**Name of the Shareholder:** Beijing Jiasheng Investment Management Co., Ltd.  
注册号: 110302018182400  
**Registration No.:** 110302018182400  
股东缴纳的出资额: 人民币 8,850,000 元  
**Amount of the Capital Contributed by the Shareholder:** RMB 8,850,000

特此证明北京甲盛投资管理有限公司已经出资人民币 8,850,000 元, 拥有北京易鑫信息科技有限公司 17.7%的股权, 此 17.7%的股权已经全部质押给北京看看车科技有限公司。

It is hereby certified that Beijing Jiasheng Investment Management Co., Ltd. has contributed Renminbi 8,850,000 to hold 17.7% of the equity interest of Beijing Yixin Information Technology Co., Ltd. and such 17.7% equity interest has been pledged to Beijing Kankanche Technology Co., Ltd. in full.

北京易鑫信息科技有限公司  
**Beijing Yixin Information Technology Co., Ltd.**

签署:

By:   
姓名: 韩波  
Name: Bo HAN  
职位: 法定代表人  
Title: Legal Representative  
(公司盖章/Seal of the Company)

日期: 2017年 8 月 10 日  
Date: August 10, 2017

## 股权质押协议

### Equity Interest Pledge Agreement

本股权质押协议（下称“本协议”）由下列各方于 2017 年 8 月 10 日在中华人民共和国（下称“中国”）北京签订：

This Equity Interest Pledge Agreement (this “Agreement”) has been executed by and among the following parties on August 10, 2017 in Beijing, the People’s Republic of China (“China” or the “PRC”):

甲方：北京看看车科技有限公司（下称“质权人”），一家依照中国法律设立和存在的有限责任公司，地址为北京市海淀区上庄镇上庄路 115 号院一层 703 号；

**Party A: Beijing Kankanche Technology Co., Ltd.** (hereinafter “Pledgee”), a limited liability company, organized and existing under the laws of the PRC, with its address at No. 703, 1/F, No. 115 Shang Zhuang Road, Shang Zhuang Town, Haidian District, Beijing;

乙方：深圳市腾讯产业投资基金有限公司（下称“出质人”），一家依照中国法律设立和存在的有限责任公司，地址为深圳市南山区粤兴二道 6 号武汉大学深圳产学研大楼 B815；及

**Party B: Shenzhen Tencent Industry Investment Fund Co., Ltd.** (hereinafter “Pledgor”), a limited liability company organized and existing under the laws of the PRC, with its address at B815, Wuhan University Shenzhen Chanxueyan Building, No.6 Yuexing Second Road, Nanshan District, Shenzhen; and

丙方：北京易鑫信息科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为北京市海淀区首都体育馆南路 6 号 3 号楼 9 层 953 室。

**Party C: Beijing Yixin Information Technology Co., Ltd.** a limited liability company organized and existing under the laws of the PRC, with its address at Suite 953, 9/F, Building 3, 6 Capital Gymnasium South Road, Haidian District, Beijing.

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

鉴于：  
Whereas:

1. 出质人是一家在中国深圳注册成立的有限责任公司在本协议签署日，持有丙方 26.6% 的股权，代表丙方注册资本人民币 13,300,000 元。丙方是一家在中国北京注册成立的、从事与汽车相关的金融服务的有限责任公司。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；

Pledgor is a limited liability company registered in Shenzhen, China who as of the date hereof holds 26.6% of equity interests of Party C, representing RMB



13,300,000 in the registered capital of Party C. Party C is a limited liability company registered in Beijing, China, engaging in automobile related financial services. Party C acknowledges the respective rights and obligations of Pledgor and 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。质权人与出质人所拥有的丙方于北京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）；

Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and Party C which is owned by Pledgor have executed an Exclusive Business Cooperation Agreement (as defined below) in Beijing; Party C, Pledgee and Pledgor have executed an Exclusive Option Agreement (as defined below); and Pledgor has executed a Power of Attorney (as defined below) in favor of 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 Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in Party C as security for Party C's and Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney;

## 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 Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of 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 auction or sale of the Equity Interest.

- 1.2 质押股权：指出质人现在和将来合法持有的其在丙方的全部股权权益。  
Equity Interest: shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgor in Party C.

- 1.3 质押期限：指本协议第 3 条规定的期间。

Term of 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2017年8月10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2017年8月10日签订的独家购买权协议(“独家购买权协议”);和出质人于2017年8月10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 Pledgee on August 10, 2017 (the “Exclusive Business Cooperation Agreement”), the Exclusive Option Agreement executed by and among Party C, Pledgee and Pledgor on August 10, 2017 (the “Exclusive Option Agreement”), Power of Attorney executed on August 10, 2017 by 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 Pledgor 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/或丙方的任何违约事件或者任何交易文件的无效、撤销或解除而遭受的全部直接、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、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 Pledgee, incurred as a result of any Event of Default of the Pledgor and/or Party C or invalidity, revocation and termination of any Transaction Document. The amount of such loss shall be calculated in accordance with but not limited to the reasonable business plan and profit forecast of Pledgee, the service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, damages and relevant fees, all expenses occurred in connection with enforcement by Pledgee of 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 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合同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。

Pledgor agrees 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 Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.

- 2.2 本协议项下担保的效力不因交易文件的任何修改或变更而受到任何影响,本协议项下的担保对于修改后的交易文件项下出质人和丙方的义务仍然有效。如果任一交易文件因任何原因成为无效、被撤销或解除,则质权人有权立即按照本协议第 8 条的规定行使质权。

The effect of the security under this Agreement shall not be affected in any way due to any modification or change of the Transaction Documents. The security under this Agreement shall remain effective upon the obligations of the Pledgor and Party C under the revised Transaction Documents. If any Transaction Document becomes invalid, revoked or terminated for any reason, the Pledgee shall be entitled to immediately exercise the Pledge in accordance with Article 8 of this Agreement.

- 2.3 在质押期限内,质权人有权收取质押股权所产生的红利或股利。在质权人事先书面同意的情况下,出质人方可就质押股权而分得股利或分红。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)在不违反中国法律的前提下,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, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

- 2.4 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。

Pledgor may subscribe for capital increase in Party C only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest.

- 2.5 如丙方根据中国法律的强制性规定需予以解散或清算,出质人在丙方依法完成解散或清算程序后,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)在不违反中国法律的前提下,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 Pledgor upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designate and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

### 3. 质押期限

#### Term of Pledge

- 3.1 本质权自本协议项下的股权质押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支付完毕为止。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10个工作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,为办理股权质押工商登记手续,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 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. Pledgor 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 10 business 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. Pledgor and Party C shall submit all necessary documents and complete all necessary

procedures, as required by the PRC laws and regulations and the relevant 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 Pledge, in the event Pledgor and/or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, 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 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 Pledge set forth in this Agreement, Pledgor shall deliver to 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. Pledgee shall have custody of such documents during the entire Term of Pledge set forth in this Agreement.

#### 5. 出质人和丙方的陈述和保证

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

出质人和丙方特此在本协议签署之日向甲方分别陈述和保证如下：

As of the execution date of this Agreement, Pledgor and Party C hereby severally represent and warrant to Party A that:

- 5.1 丙方是根据中国法律依法设立并有效存续的有限责任公司；  
Party C is a limited liability company duly organized and validly existing under the laws of the PRC;
- 5.2 出质人是质押股权唯一的合法所有人；  
Pledgor is the sole legal and beneficial owner of the Equity Interest;
- 5.3 质权人有权以本协议规定的方式处分并转让质押股权；  
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement;
- 5.4 除本质权之外，出质人未在质押股权上设置任何其他质押权利或其他担保权益；  
Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest;
- 5.5 其具有签订、交付本协议并履行其在本协议项下的义务的权力、能力和

授权。本协议一旦签署后, 将对其构成合法、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 to perform their obligations hereunder. This Agreement, when executed, will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 5.6 出质人和丙方已经取得政府部门和第三方的同意及批准(若需)以签署, 交付和履行本协议; 和

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

- 5.7 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, 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 instrument 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 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, Pledgor 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;

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 Pledgee, except for the performance of the Transaction Documents; Party C shall not assent to or assist in the aforesaid behaviors;

- 6.1.2 出质人和丙方遵守并执行所有有关权利质押的法律、法规的规定, 在收到有关主管机关就质权发出或制定的通知、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；

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

- 6.1.3 出质人不得进行或容许任何可能会对质权人合同义务涉及的利益或质押股权有不利影响之行为或行动。出质人和丙方将任何可能对质押股权或其任何部分的权利产生影响的事件或收到的通知，以及可能改变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中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；

Pledgor shall not conduct or allow any activities or actions that would adversely affect Pledgee's rights related to the Contract Obligations or the Equity Interest. Pledgor and Party C shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement;

- 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 extension of the term of operation 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。

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

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

- 6.4 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。

Pledgor 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 Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

- 6.5 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，出质人即构成对本协议的违反，且应赔偿质权人由此遭受的一切损失。

Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure of or partial performance of its guarantees, promises, agreements, representations and conditions, the Pledgor is deemed in breach of this Agreement and 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 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；  
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, Pledgor and Party C shall immediately notify 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 this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee delivers a notice to the Pledgor and/or Party C requesting rectification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor 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 Pledge

- 8.1 在质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。

Pledgee shall issue a written Notice of Default to Pledgor 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, 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 Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under 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 auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its due exercise of such rights and powers.

- 8.4 质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

和费用以及和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；在中国法律允许的情况下，出质人应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 exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and to perform 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 Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expense incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.

- 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。

Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right 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 auction or sale of the Equity Interest under this Agreement, without exercising 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。

Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor 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 Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and Party C shall provide necessary assistance to enable 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所作的任何一项约定，质权人有权终止本协议和/或要求出质人或丙方给予损害赔偿；本第9条不应妨碍质权人在本协议下的任何其他权利；

If Pledgor or Party C conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or Party C to indemnify all damages; this Section 9 shall not

prejudice any other rights of Pledgee herein;

- 9.2 除非法律另有规定，出质人或丙方在任何情况均无任何权利单方终止或解除本协议。

Pledgor or Party C shall not have any right to terminate this Agreement unilaterally in any event unless otherwise required by applicable laws.

## 10. 转让

### Assignment

- 10.1 除非经质权人事先同意，出质人和丙方无权赠予或转让其在本协议项下的权利义务。

Without Pledgee's prior written consent, Pledgor and Party C shall not have the right to assign or delegate their rights and obligations under this Agreement.

- 10.2 本协议对出质人及其继任人和经许可的受让人均有约束力，并且对质权人及每一继任人和受让人有效。

This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and 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, 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 assigns shall have the rights and obligations of 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 Pledgee due to assignment, Pledgor and/or Party C shall, at the request of 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 relevant AIC.

## 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，解除本协议下的股权质押的质押，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 Pledgor and Party C, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of Party C and with relevant AIC.

- 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 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 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, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of the PRC.

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中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁程序和规则仲裁解决。仲裁应在北京进行。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 construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at that time. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all Parties.

14.3 在中国法律允许的前提及适当情况下,仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济,包括临时性的和永久性的禁令救济(如商业行为的禁令救济,或强制转让资产的禁令救济)、合同义务的实际履行、针对丙方的股权或资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下,在等待组成仲裁庭期间或在适当情况下,各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济,以支持仲裁的进行。就此,各方达成共识在不违反适用法律的前提下,香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

To the extent permitted by PRC laws and where appropriate, the arbitration tribunal may grant any remedies in accordance with the provisions of this Agreement and applicable PRC laws, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of Party C and awards directing Party C to conduct liquidation. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either Party may seek preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the Parties agree that the courts of Hong Kong, Cayman

Islands, China and the place where the principal assets of Party C are located shall all be deemed to have competent jurisdiction.

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

## 15. 通知

### Notices

- 15.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。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 or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 15.2 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的,则以于设定为通知的地址在发送或拒收之日为有效送达日。

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

- 15.3 通知如果是以传真发出的,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 given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

- 15.4 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: 北京看看车科技有限公司

Party A: **Beijing Kankanche Technology Co., Ltd.**

地址: 北京市朝阳区黄衫木店路9号绿森时代广场9层

Address: 9/F, No. Lv Sen Times Square, No. 9 Huang Shan Mu Dian Road, Chaoyang District, Beijing

收件人: 郑伟

Attn: Wei ZHENG  
电话: +86 186-0003-1866  
Phone: +86 186-0003-1866

乙方: 深圳市腾讯产业投资基金有限公司  
**Party B: Shenzhen Tencent Industry Investment Fund Co., Ltd.**  
地址: 深圳市南山区高新科技园科技中一路腾讯大厦  
Address: Tencent Building, Kejizhongyi Avenue, Hi-tech Park, Nanshan District, Shenzhen  
收件人: 合规交易部  
Attn: Compliance and Transactions Department  
邮箱: legalnotice@tencent.com  
Email: legalnotice@tencent.com

同时抄送至:

地址: 深圳市南山区高新科技园科技中一路腾讯大厦  
Address: Tencent Building, Kejizhongyi Avenue, Hi-tech Park, Nanshan District, Shenzhen  
收件人: 投资并购部  
Attn: Mergers and Acquisitions Department  
邮箱: PD\_Support@tencent.com  
Email: PD\_Support@tencent.com

丙方: 北京易鑫信息科技有限公司  
**Party C: Beijing Yixin Information Technology Co., Ltd.**  
地址: 北京市海淀区首都体育馆南路6号新世纪饭店写字楼9层953室  
Address: Room 953, Floor9, New Century Hotel Office, No.6, Capital Gymnasium South Road, Haidian District, Beijing  
收件人: 韩波  
Attn: Bo HAN  
电话: +8610 6849 2345  
Phone: +8610 6849 2345

15.5 任何一方可按本条规定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 hereof.

## 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 found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this 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. 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.

## 18. 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.

## 19. 生效

### **Effectiveness**

18.1 本协议自各方正式签署之日起生效。

This Agreement shall become effective upon execution by the Parties.

18.2 本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章后生效。

Any amendments, supplements or changes to this Agreement shall be in writing and shall become effective after the affixation of the signatures or seals of the Parties.

## 20. 语言和副本

### **Language and Counterparts**

本协议以中文和英文书就，一式四份，质权人、出质人和丙方各持一份，剩余一份用于登记。中英文版本如有冲突，应以中文版为准。

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and Party C shall hold one copy respectively and the other copy shall be



used for registration. In case there is any conflict 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.

甲方：北京看看车科技有限公司（章）  
Party A: Beijing Kankanche Technology Co., Ltd. (seal)

签字：

By: 

姓名：郑伟

Name: Wei ZHENG

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.

乙方： 深圳市腾讯产业投资基金有限公司（章）

Party B: Shenzhen Tencent Industry Investment Fund Co., Ltd. (seal)

签字：

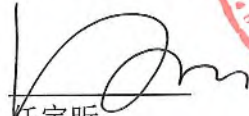
By:

姓名：

Name:

职位：

Title:



任宇昕

Yuxin REN

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：北京易鑫信息科技有限公司（章）

Party C: Beijing Yixin Information Technology Co., Ltd. (Seal)

签字：

By:

姓名：

Name:

职位：

Title:

韩波  
Bo HAN  
法定代表人  
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.

**北京易鑫信息科技有限公司股东名册**  
**Shareholders' Register of**  
**Beijing Yixin Information Technology Co., Ltd.**

股东姓名：深圳市腾讯产业投资基金有限公司

**Name of Shareholder:** Shenzhen Tencent Industry Investment Fund Co., Ltd.

注册号：440301107865990

**Registration No.:** 440301107865990

住所：深圳市南山区粤兴二道 6 号武汉大学深圳产学研大楼 B815

**Address:** B815, Wuhan University Shenzhen Chanxueyan Building, No.6 Yuexing Second Road, Nanshan District, Shenzhen

出资额：人民币 13,300,000 元

**Capital Contribution:** RMB 13,300,000

出资比例：26.6%

**Percentage of Contribution:** 26.6%

出资证明书编号：002

**Capital Contribution Certificate No.:** 002

深圳市腾讯产业投资基金有限公司拥有北京易鑫信息科技有限公司 26.6%的股权，此 26.6%的股权已经全部质押给北京看看车科技有限公司。

Shenzhen Tencent Industry Investment Fund Co., Ltd. holds 26.6% of the equity interest in Beijing Yixin Information Technology Co., Ltd. and such 26.6% equity interest has been pledged to Beijing Kankanche Technology Co., Ltd. in full.

  
北京易鑫信息科技有限公司（章）  
**Beijing Yixin Information Technology Co., Ltd.**

签署：

By: 

姓名：韩波

Name: Bo HAN

职位：法定代表人

Title: Legal Representative

日期：2017 年 8 月 10 日

Date: August 10, 2017

北京易鑫信息科技有限公司出资证明书  
(编号: 002)  
Capital Contribution Certificate  
for Beijing Yixin Information Technology Co., Ltd.  
(No: 002)

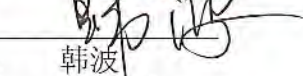
公司名称: 北京易鑫信息科技有限公司  
Company Name: Beijing Yixin Information Technology Co., Ltd.  
公司成立日期: 2015年1月9日  
Date of Establishment: January 9, 2015  
公司注册资本: 人民币 50,000,000 元  
Registered Capital: RMB 50,000,000  
股东姓名: 深圳市腾讯产业投资基金有限公司  
Name of the Shareholder: Shenzhen Tencent Industry Investment Fund Co., Ltd.  
注册号: 440301107865990  
Registration No.: 440301107865990  
股东缴纳的出资额: 人民币 13,300,000 元  
Amount of the Capital Contributed by the Shareholder: RMB 13,300,000

特此证明深圳市腾讯产业投资基金有限公司已经出资人民币 13,300,000 元, 拥有北京易鑫信息科技有限公司 26.6% 的股权, 此 26.6% 的股权已经全部质押给北京看看车科技有限公司。

It is hereby certified that Shenzhen Tencent Industry Investment Fund Co., Ltd. has contributed Renminbi 13,300,000 to hold 26.6% of the equity interest of Beijing Yixin Information Technology Co., Ltd. and such 26.6% equity interest has been pledged to Beijing Kankanche Technology Co., Ltd. in full.

北京易鑫信息科技有限公司  
Beijing Yixin Information Technology Co., Ltd.

签署:

By:   
姓名: 韩波  
Name: Bo HAN  
职位: 法定代表人  
Title: Legal Representative  
(公司盖章/Seal of the Company)

日期: 2017年 8 月 10 日  
Date: August 10, 2017

# 股权质押协议

## Equity Interest Pledge Agreement

本股权质押协议（下称“本协议”）由下列各方于2017年8月10日在中华人民共和国（下称“中国”）北京签订：

This Equity Interest Pledge Agreement (this “Agreement”) has been executed by and among the following parties on August 10, 2017 in Beijing, the People’s Republic of China (“China” or the “PRC”):

甲方：北京看看车科技有限公司（下称“质权人”），一家依照中国法律设立和存在的有限责任公司，地址为中国（上海）自由贸易试验区浦东大道2123号3层F19室；

**Party A: Beijing Kankanche Technology Co., Ltd.** (hereinafter “Pledgee”), a limited liability company, organized and existing under the laws of the PRC, with its address at No. 703, 1/F, No. 115 Shang Zhuang Road, Shang Zhuang Town, Haidian District, Beijing;

乙方：韩波（下称“出质人”），一位中国公民，其身份证号码：440104197011034738；及

**Party B: Bo HAN** (hereinafter “Pledgor”), a Chinese citizen with Chinese Identification No.: 440104197011034738; and

丙方：北京易鑫信息科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为北京市海淀区首都体育馆南路6号3号楼9层953室。

**Party C: Beijing Yixin Information Technology Co., Ltd.** a limited liability company organized and existing under the laws of the PRC, with its address at Suite 953, 9/F, Building 3, 6 Capital Gymnasium South Road, Haidian District, Beijing.

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

鉴于：

Whereas:

1. 出质人是公民，在本协议签署日，持有丙方55.7%的股权，代表丙方注册资本人民币27,850,000元。丙方是一家在中国北京注册成立的、从事与汽车相关的金融服务的有限责任公司。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；

Pledgor is a citizen of China who as of the date hereof holds 55.7% of equity interests of Party C, representing RMB 27,850,000 in the registered capital of Party C. Party C is a limited liability company registered in Beijing, China, engaging in automobile related financial services. Party C acknowledges the respective rights and obligations of Pledgor and 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。质权人与出质人所拥有的丙方于



北京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）；

Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and Party C which is owned by Pledgor have executed an Exclusive Business Cooperation Agreement (as defined below) in Beijing; Party C, Pledgee and Pledgor have executed an Exclusive Option Agreement (as defined below); and Pledgor has executed a Power of Attorney (as defined below) in favor of 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 Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in Party C as security for Party C's and Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney;

## 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 Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of 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 auction or sale of the Equity Interest.

- 1.2 质押股权：指出质人现在和将来合法持有的其在丙方的全部股权权益。

Equity Interest: shall refer to all of the equity interest lawfully now held and hereafter acquired by Pledgor in Party C.

- 1.3 质押期限：指本协议第 3 条规定的期间。

Term of 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 2017 年 8 月 10 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 2017 年 8 月 10 日签订的独家购买权协议（“独家购买权协议”）；和出质人于 2017 年 8 月 10 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 Pledgee on August 10, 2017 (the "Exclusive Business Cooperation Agreement"), the Exclusive Option Agreement executed by and among Party C, Pledgee and Pledgor on August 10, 2017 (the "Exclusive Option Agreement"), Power of Attorney executed on August 10, 2017 by 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 Pledgor 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/或丙方的任何违约事件或者任何交易文件的无效、撤销或解除而遭受的全部直接、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、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 Pledgee, incurred as a result of any Event of Default of the Pledgor and/or Party C or invalidity, revocation and termination of any Transaction Document. The amount of such loss shall be calculated in accordance with but not limited to the reasonable business plan and profit forecast of Pledgee, the service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, damages and relevant fees, all expenses occurred in connection with enforcement by Pledgee of 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 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合同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。

Pledgor agrees 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 Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.

- 2.2 本协议项下担保的效力不因交易文件的任何修改或变更而受到任何影响,本协议项下的担保对于修改后的交易文件项下出质人和丙方的义务仍然有效。如果任一交易文件因任何原因成为无效、被撤销或解除,则质权人有权立即按照本协议第 8 条的规定行使质权。

The effect of the security under this Agreement shall not be affected in any way due to any modification or change of the Transaction Documents. The security under this Agreement shall remain effective upon the obligations of the Pledgor and Party C under the revised Transaction Documents. If any Transaction Document becomes invalid, revoked or terminated for any reason, the Pledgee shall be entitled to immediately exercise the Pledge in accordance with Article 8 of this Agreement.

- 2.3 在质押期限内,质权人有权收取质押股权所产生的红利或股利。在质权人事先书面同意的情况下,出质人方可就质押股权而分得股利或分红。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)在不违反中国法律的前提下,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, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to making any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

- 2.4 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。

Pledgor may subscribe for capital increase in Party C only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest.

- 2.5 如丙方根据中国法律的强制性规定需予以解散或清算,出质人在丙方依法完成解散或清算程序后,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)在不违反中国法律的前提下,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 Pledgor upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designate and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

### 3. 质押期限

#### Term of 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支付完毕为止。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 10 个工作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, 为办理股权质押工商登记手续, 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 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. Pledgor 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 10 business 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. Pledgor and Party C shall submit all necessary documents and complete all necessary procedures, as required by the PRC laws and regulations and the relevant 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 Pledge, in the event Pledgor and/or Party C fails to

perform the Contract Obligations or pay Secured Indebtedness, 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 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 Pledge set forth in this Agreement, Pledgor shall deliver to 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. Pledgee shall have custody of such documents during the entire Term of Pledge set forth in this Agreement.

#### 5. 出质人和丙方的陈述和保证

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

出质人和丙方特此在本协议签署之日向甲方分别陈述和保证如下:

As of the execution date of this Agreement, Pledgor and Party C hereby severally represent and warrant to Party A that:

- 5.1 丙方是根据中国法律依法设立并有效存续的有限责任公司;  
Party C is a limited liability company duly organized and validly existing under the laws of the PRC;
- 5.2 出质人是质押股权唯一的合法所有人;  
Pledgor is the sole legal and beneficial owner of the Equity Interest;
- 5.3 质权人有权以本协议规定的方式处分并转让质押股权;  
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement;
- 5.4 除本质权之外,出质人未在质押股权上设置任何其他质押权利或其他担保权益;  
Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest;
- 5.5 其具有签订、交付本协议并履行其在本协议项下的义务的权力、能力和授权。本协议一旦签署后,将对其构成合法、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 to perform their obligations hereunder. This Agreement, when executed, will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 5.6 出质人和丙方已经取得政府部门和第三方的同意及批准(若需)以签署, 交付和履行本协议; 和  
Pledgor and Party C have obtained any and all approvals and consents from applicable government authorities and third parties (if required) for execution, delivery and performance of this Agreement; and
- 5.7 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, 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 instrument 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 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, Pledgor 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;  
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 Pledgee, except for the performance of the Transaction Documents; Party C shall not assent to or assist in the aforesaid behaviors;
- 6.1.2 出质人和丙方遵守并执行所有有关权利质押的法律、法规的规定, 在收到有关主管机关就质权发出或制定的通知、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;  
Pledgor and Party C shall comply with the provisions of all laws and regulations applicable to the pledge of rights, and within five (5) days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities regarding the Pledge,

shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

- 6.1.3 出质人不得进行或容许任何可能会对质权人合同义务涉及的利益或质押股权有不利影响之行为或行动。出质人和丙方将任何可能对质押股权或其任何部分的权利产生影响的事件或收到的通知，以及可能改变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中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；

Pledgor shall not conduct or allow any activities or actions that would adversely affect Pledgee's rights related to the Contract Obligations or the Equity Interest. Pledgor and Party C shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement;

- 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 extension of the term of operation 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。

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

- 6.3 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过、命令及决定。

To protect or perfect the security interest granted by this Agreement for the Contract Obligations and Secured Indebtedness, Pledgor 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 Pledgee. Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required

by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural persons/legal persons). Pledgor undertakes to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 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。

Pledgor 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 Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

- 6.5 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，出质人即构成对本协议的违反，且应赔偿质权人由此遭受的一切损失。

Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure of or partial performance of its guarantees, promises, agreements, representations and conditions, the Pledgor is deemed in breach of this Agreement and 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 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；  
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,



Pledgor and Party C shall immediately notify 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 this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee delivers a notice to the Pledgor and/or Party C requesting rectification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor 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 Pledge

- 8.1 在质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。  
Pledgee shall issue a written Notice of Default to Pledgor 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, 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 Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under 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 auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its due exercise of such rights and powers.

- 8.4 质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和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；在中国法律允许的情况下，出质人应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 exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and

to perform 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 Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expense incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.

- 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。

Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right 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 auction or sale of the Equity Interest under this Agreement, without exercising 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。

Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor 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 Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and Party C shall provide necessary assistance to enable 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所作的任何一项约定,质权人有权终止本协议和/或要求出质人或丙方给予损害赔偿;本第9条不应妨碍质权人在本协议下的任何其他权利;

If Pledgor or Party C conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or Party C to indemnify all damages; this Section 9 shall not prejudice any other rights of Pledgee herein;

- 9.2 除非法律另有规定,出质人或丙方在任何情况均无任何权利单方终止或解除本协议。

Pledgor or Party C shall not have any right to terminate this Agreement unilaterally in any event unless otherwise required by applicable laws.

## 10. 转让

## Assignment

- 10.1 除非经质权人事先同意,出质人和丙方无权赠予或转让其在本协议项下的权利义务。  
Without Pledgee's prior written consent, Pledgor and Party C shall not have the right to assign or delegate their rights and obligations under this Agreement.
- 10.2 本协议对出质人及其继任人和经许可的受让人均有约束力,并且对质权人及每一继任人和受让人有效。  
This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and 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, 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 assigns shall have the rights and obligations of 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 Pledgee due to assignment, Pledgor and/or Party C shall, at the request of 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 relevant AIC.

## 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,解除本协议下的股权质押的质押,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 Pledgor and Party C, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of Party C and with relevant AIC.
- 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 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 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, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of the PRC.

- 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中国国际经济贸易仲裁委员会,由该会按照其届时有效的仲裁程序和规则仲裁解决。仲裁应在北京进行。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 construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at that time. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all Parties.

- 14.3 在中国法律允许的前提及适当情况下,仲裁庭可以依照本协议项下条款和适用的中国法律裁决给予任何救济,包括临时性的和永久性的禁令救济(如商业行为的禁令救济,或强制转让资产的禁令救济)、合同义务的实际履行、针对丙方的股权或资产的救济措施和责令丙方进行清算的裁决。在中国法律允许的前提下,在等待组成仲裁庭期间或在适当情况下,各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济,以支持仲裁的进行。就此,各方达成共识在不违反适用法律的前提下,香港法院、开曼群岛法院、中国法院和丙方主要资产所在地的法院均应被视为具有管辖权。

To the extent permitted by PRC laws and where appropriate, the arbitration tribunal may grant any remedies in accordance with the provisions of this Agreement and applicable PRC laws, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of Party C and awards directing Party C to conduct liquidation. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either Party may seek preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the Parties agree that the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of Party C are located shall all be deemed to have competent jurisdiction.

- 14.4 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 construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement

shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 15. 通知

### Notices

- 15.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。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 or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 15.2 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在发送或拒收之日为有效送达日。

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

- 15.3 通知如果是以传真发出的，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 given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

- 15.4 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：北京看看车科技有限公司

**Party A: Beijing Kankanche Technology Co., Ltd.**

地址：北京市朝阳区黄衫木店路9号绿森时代广场9层

Address: 9/F, No. Lv Sen Times Square, No. 9 Huang Shan Mu Dian Road, Chaoyang District, Beijing

收件人：郑伟

Attn: Wei ZHENG

电话：+86 186-0003-1866

Phone: +86 186-0003-1866

乙方：韩波

**Party B: Bo HAN**

地址：上海市浦东新区杨高南路799号陆家嘴世纪金融广场3号楼12层

Address: Floor 12, Building 3, Lujiazui Century Financial Plaza, No. 799,

Yanggao South Road, Pudong New Area, Shanghai  
电话: +86 13602858918  
Phone: +86 13602858918

丙方: 北京易鑫信息科技有限公司

**Party C: Beijing Yixin Information Technology Co., Ltd.**

地址: 北京市海淀区首都体育馆南路6号新世纪饭店写字楼9层  
953室

Address: Room 953, Floor 9, New Century Hotel Office, No.6, Capital  
Gymnasium South Road, Haidian District, Beijing

收件人: 韩波

Attn: Bo HAN

电话: +8610 6849 2345

Phone: +8610 6849 2345

15.5 任何一方可按本条规定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 hereof.

## 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 found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this 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. 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.

## 18. 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.

## 19. 生效

### **Effectiveness**

18.1 本协议自各方正式签署之日起生效。

This Agreement shall become effective upon execution by the Parties.

18.2 本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章后生效。

Any amendments, supplements or changes to this Agreement shall be in writing and shall become effective after the affixation of the signatures or seals of the Parties.

## 20. 语言和副本

### **Language and Counterparts**

本协议以中文和英文书就，一式四份，质权人、出质人和丙方各持一份，剩余一份用于登记。中英文版本如有冲突，应以中文版为准。

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and Party C shall hold one copy respectively and the other copy shall be used for registration. In case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

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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.

甲方：北京看看车科技有限公司（章）  
Party A: Beijing Kankanche Technology Co., Ltd. (seal)

签字：

By: 

姓名：郑伟

Name: Wei ZHENG

职位：法定代表人

Title: Legal Representative

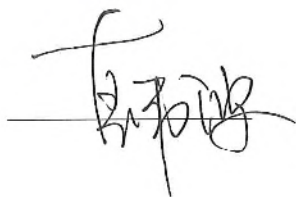


有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本股权质押协议并即生效，以昭信守。

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

乙方： 韩波  
Party B: Bo HAN

签署：  
By:

A handwritten signature in black ink, appearing to be 'Bo Han', written over a horizontal line. The signature is stylized and cursive.

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：北京易鑫信息科技有限公司（章）

Party C: Beijing Yixin Information Technology Co., Ltd. (Seal)

签字：

By:

姓名：韩波

Name: Bo HAN

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.

北京易鑫信息科技有限公司股东名册  
Shareholders' Register of  
Beijing Yixin Information Technology Co., Ltd.

股东姓名：韩波

Name of Shareholder: Bo HAN

身份证号：440104197011034738

ID Card No.: 440104197011034738

住所：广州市越秀区安义新街8号601房

Address: Room 601, 8 Anyi New Street, Yuexiu District, Guangzhou

出资额：人民币27,850,000元

Capital Contribution: RMB 27,850,000

出资比例：55.7%

Percentage of Contribution: 55.7%

出资证明书编号：001

Capital Contribution Certificate No.: 001

韩波拥有北京易鑫信息科技有限公司55.7%的股权，此55.7%的股权已经全部质押给北京看看车科技有限公司。

Bo HAN holds 55.7% of the equity interest in Beijing Yixin Information Technology Co., Ltd. and such 55.7% equity interest has been pledged to Beijing Kankanche Technology Co., Ltd. in full.

北京易鑫信息科技有限公司（章）  
Beijing Yixin Information Technology Co.,  
Ltd.

签署：

By: 

姓名：韩波

Name: Bo HAN

职位：法定代表人

Title: Legal Representative

日期：2017年8月10日

Date August 10, 2017

北京易鑫信息科技有限公司出资证明书  
(编号: 001)  
**Capital Contribution Certificate**  
**for Beijing Yixin Information Technology Co., Ltd.**  
(No: 001)

公司名称: 北京易鑫信息科技有限公司

**Company Name:** Beijing Yixin Information Technology Co., Ltd.

公司成立日期: 2015年1月9日

**Date of Establishment:** January 9, 2015

公司注册资本: 人民币 50,000,000 元

**Registered Capital:** RMB 50,000,000

股东姓名: 韩波

**Name of the Shareholder:** Bo HAN

身份证号: 440104197011034738

**ID Card No.:** 440104197011034738

股东缴纳的出资额: 人民币 27,850,000 元

**Amount of the Capital Contributed by the Shareholder:** RMB 27,850,000

特此证明韩波已经出资人民币 27,850,000 元, 拥有北京易鑫信息科技有限公司 55.7%的股权, 此 55.7%的股权已经全部质押给北京看看车科技有限公司。

It is hereby certified that Bo HAN has contributed Renminbi 27,850,000 to hold 55.7% of the equity interest of Beijing Yixin Information Technology Co., Ltd. and such 55.7% equity interest has been pledged to Beijing Kankanche Technology Co., Ltd. in full.

北京易鑫信息科技有限公司  
**Beijing Yixin Information Technology Co., Ltd.**

签署:

By: 

姓名: 韩波

Name: Bo HAN

职位: 法定代表人

Title: Legal Representative

(公司盖章/Seal of the Company)

日期: 2017年 8 月 10 日

Date: August 10, 2017