

股东协议修改协议

**AMENDMENT AGREEMENT TO THE SHAREHOLDERS AGREEMENT**

日期 \_\_\_\_\_

DATED \_\_\_\_\_

邮乐控股有限公司 ULE HOLDINGS LIMITED

天波集邮有限公司 TELPO PHILATELIC COMPANY LIMITED

TOM E-COMMERCE LIMITED

AI ULE HOLDINGS LLC

MAIL UNITED HOLDINGS LIMITED

PULLMAN INDUSTRIES LTD

KEY SINO INVESTMENTS LIMITED

与/AND

ULE INVESTMENT HOLDINGS LLC

本修改协议由股东协议（下见定义）的各协议方（各协议方的资讯详见签署页）于 \_\_\_\_\_（“签署日”）签署：

THIS AMENDMENT AGREEMENT is made on \_\_\_\_\_ (“Execution Date”) by and among the parties to the Shareholders Agreement (defined below) with information and details of each party set out in the signature pages to this Amendment Agreement.

除非本修改协议另有明确定义，否则，本修改协议中使用的任何术语均应具有股东协议（下见定义）赋予该术语的含义。

Unless otherwise defined herein, any terms used in this Amendment Agreement shall have the same meanings ascribed to them under the Shareholders Agreement.

鉴于：

WHEREAS:

(A) 在 \_\_\_\_\_ 2021，公司和天波签署了认购协议（下称“认购协议”）。根据认购协议，天波同意认购912,332,171股普通股。

On \_\_\_\_\_ 2021, the Company and Telpo entered into the Subscription Agreement (the **Subscription Agreement**), pursuant to which Telpo agreed to subscribe for 912,332,171 Ordinary Shares.

(B) 为促使公司签订认购协议并促使天波对公司进一步注资，各方特此同意于同日签订经修订与重述之股东协议（下称“股东协议”）。

In order to induce the Company to enter into the Subscription Agreement and to induce Telpo to further invest into the Company, the parties hereby entered into the amended and restated Shareholders Agreement on even date (the **Shareholders Agreement**).

(C) 各方现同意修改股东协议的条款如下。

The Parties intend to amend the Shareholders Agreement as follows.

考虑到相互约定和其他良好和有价值的对价（特此确认其充分性和充足性），各方协议如下：

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION (THE ADEQUACY AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED), IT IS AGREED as follows:

## 1. 股东协议的修改 AMENDMENTS TO THE SHAREHOLDERS AGREEMENT

1.1 股东协议第7条（转让须获批准）被修订及重述如下：

Clause 7 (Transfers Subject to Authorisations) of the Shareholders Agreement shall be amended and restated with the text set out as follows:

“在根据本协议:

- (a) 第 4 条出售股份之前，公司和/或相关售股股东及其相应关联方（以适用者为准）必须向相关政府机构取得及满足所需的或与之相关的所有必要的批准及合规要求；或
- (b) 第 6 条转让待转让股份之前，公司和/或相关售股股东（以适用者为准）必须向相关政府机构取得所需的或与之相关的所有必要的批准。

*Prior to effecting:*

- (a) *any sale of Shares in accordance with clause 4 of this Agreement, all necessary Authorisations and regulatory requirements of any Government Entity required for or in connection therewith must be obtained and satisfied by the Company and/or the Selling Shareholder and their respective Affiliates, as applicable; or*
- (b) *any transfer of Transfer Shares in accordance with clause 6 of this Agreement, all necessary Authorisations of any Government Entity required for or in connection therewith must be obtained by the Company and/or the Selling Shareholder, as applicable.”*

1.2 股东协议第 10 条（生效和终止）被修订及重述如下：

Clause 10 (Effectiveness and Termination) of the Shareholders Agreement shall be amended and restated with the text set out as follows:

“本协议各条款均应，**受限于本协议各方已经遵循所有政府机构颁布适用的法律、法规和规则，并就 TOM 而言，代表已经取得 TOM Group Limited 股东的批准（如需要），**自交割起生效；但是如果未能在最终截止日当日或之前实现交割并且认购协议被终止，则本协议也将终止，但本第 10 条，第 1 条（释义）、第 9 条（通知）、第 11 条（通用条款）、第 12 条（全部协议）、第 13 条（适用法律和仲裁）应当在该等终止后继续有效。

*The provisions of this Agreement shall become effective upon the Completion **but subject to the parties having complied with the applicable laws, regulations and rules of any Government Entity and, in the case of TOM, having obtained the shareholders’ approval of TOM Group Limited (if needed),** provided that if the Completion does not occur on or before the Long Stop Date and the Subscription Agreement is terminated, the provisions of this Agreement shall also be terminated accordingly except with respect to this clause 10, clause 1 (Interpretation), clause 9 (Notices), clause 11 (General), clause 12 (Whole Agreement) and clause 13 (Governing Law and Arbitration) which shall continue in force after such termination.*

1.3 股东协议附件一（释义）下【政府机构】的定义被修订及重述如下：

The definition of “Governmental Entity” under Schedule 1 (Interpretation) to the Shareholders Agreement shall be amended and restated with the text set out as follows:

**“Government Entity(ies) mean(s) any government or governing body of any international or supranational organisation, nation, state, province, city, municipality, town or locality or any political or administrative subdivision thereof; any department, agency, commission, ministry, secretariat, court or other entity exercising executive,**

legislative, judicial, regulatory or administrative functions of or pertaining to government, **and any securities exchange**;

**政府机构**指任何国际或超国际组织、国家、州、省、城市、市政、乡镇或地方的任何政府或管辖机构或其任何政治或行政分支；行使执行、立法、司法、监管或行政职能的政府的或与政府相关的任何部门、机构、委员会、部委、秘书处、法院或其他实体，**以及任何证券交易所**；”

- 1.4 股东协议的第9条（通知）、第10条（生效和终止）、第11条（通用条款）及第13条（适用法律和仲裁）应比照适用于以上第1.1 – 1.2款所列出的修改。

Clauses 9 (Notices), 10 (Effectiveness and Termination), 11 (General) and 13 (Governing Law and Arbitration) of the Shareholders Agreement shall apply *mutatis mutandis* to the foregoing amendments under clauses 1.1 – 1.2.

## 2. 通用事项 GENERAL

- 2.1 如股东协议、认购协议与本修改协议列明修改的相应部分有不一致之处，以本修改协议为准。

In the event of inconsistency between the Shareholders Agreement and the amendments as set forth in this Amendment Agreement, this Amendment Agreement shall prevail.

- 2.2 各方特此同意，本修改协议应视为及包括在股东协议中的交易文件之一。

The Parties agree that this Amendment Agreement shall be construed and included as a Transaction Document for the purpose of the Shareholders Agreement.

各方（或其正式授权代表）已与本修改协议文首所述日期签署本修改协议。

**THIS AMENDMENT AGREEMENT** has been signed by the parties (or their duly authorised representatives) on the date stated at the beginning of this Amendment Agreement.

（后附签署页，以下无正文）


*Remainder of Page Intentionally Left Blank*

签署页，无正文 Execution Page, No Text

**IN WITNESS** whereof this Amendment Agreement has been duly executed on the day and year before written.

本修改协议已于文首所载日期正式签署，特此为证。

签字人/SIGNED by )  
)  
代表/for and on behalf of )  
**Ule Holdings Limited** )



签字人/SIGNED by )  
)  
代表/for and on behalf of )  
天波集邮有限公司 )  
**Telpe Philatelic Company Limited** )

签字人/SIGNED by )  
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代表/for and on behalf of )  
**TOM E-Commerce Limited** )

签字人/SIGNED by )  
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代表/for and on behalf of )  
**AI ULE HOLDINGS LLC** )

签字人/SIGNED by )  
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代表/for and on behalf of )  
**Mail United Holdings Limited** )

签字人/SIGNED by )  
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代表/for and on behalf of )  
**Key Sino Investment Limited** )

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