

授权委托书

Power of Attorney

本公司，北京甲盛投资管理有限公司，一家依照中国法律设立和存在的有限责任公司，地址为北京市北京经济技术开发区荣华中路 19 号院 1 号楼 A 座 20 层，于 2018 年 10 月 4 日签署本授权委托书，本授权委托书自签署之日起生效。本公司在本授权委托书签署之日拥有北京易鑫信息科技有限公司（“北京易鑫”或“公司”）17.7%的股权。

We, Beijing Jiasheng Investment Management Co., Ltd., 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, executes this Power of Attorney on October 4, 2018, effective as of the date hereof. We are a holder of 17.7% of the equity interests in Beijing Yixin Information Technology Co., Ltd. (“Beijing Yixin” or the “Company”).

就本公司现时和将来持有的北京易鑫的股权（下称“本公司股权”），本公司特此不可撤销地授权天津卡尔斯信息科技有限公司（下称“天津卡尔斯”，及其继任者或取代天津卡尔斯的清算人，如涉及）或其自主决定指定的人（包括但不限于天津卡尔斯的董事）（下称“受托人”）在本授权委托书的有效期限内作为本公司唯一的排他的代理人代表本公司行使相关法律法规及公司章程就本公司股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in Beijing Yixin that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Tianjin Kars Information Technology Co., Ltd. (“Tianjin Kars”, including its successors and liquidator in replacement of Tianjin Kars, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Tianjin Kars) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本公司的名义，代表本公司以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本公司在公司的任何或全部股权;
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员;
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效, 批准公司年度预算或宣布分红, 以及在任何时候查阅公司的财务信息;
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录;
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件;
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权;
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 当公司的董事或管理人员的行为损害公司或其股东利益时, 对该等董事或管理人员提起股东诉讼或采取其他法律行为;
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (l) 批准修改公司章程; 和
Approving amendments to the articles of association of the Company; and
- (m) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本公司在此进一步同意并承诺:

We hereby further agree and covenant:

受托人有权代表本公司签署本公司与天津卡尔斯、北京易鑫于2018年 10 月 14 日签署的《独家购买权协议》以及本公司与天津卡尔斯、北京易鑫于2018

年 10 月 4 日签署的《股权质押协议》(包括上述文件的修改、修订或重述, 合称“交易文件”)中约定的需由本公司签署的所有文件, 如期履行交易文件, 该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of us, execute all the documents we shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Tianjin Kars and Beijing Yixin on October 4, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Tianjin Kars and Beijing Yixin on October 4, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本公司股权的一切行为均视为本公司的行为, 签署的一切文件均视为本公司签署, 本公司会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents related to Our Shareholding executed by Tianjin Kars shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

天津卡尔斯有转委托权, 可以就上述事项的办理自行再委托其他人或单位而不必事先通知本公司或获得本公司的同意。如果中国法律有要求, 天津卡尔斯应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦天津卡尔斯书面通知本公司其将本授权委托书的权利转让给第三方, 本公司将立即收回在此向天津卡尔斯做出的委托和授权, 并立即签署与本授权委托书格式相同的委托书, 对天津卡尔斯提名的其他人作出与本授权委托书内容相同的授权和委托。一旦本公司因合并、分立、终止、停业、解散、清算或其他原因导致丧失法人资格, 或发生其他可能影响本公司行使作为北京易鑫股东的权利的情形, 本公司的任何继承人、管理人或清算人均应在承诺继续遵守本授权委托书约定的前提下, 方可继承或管理本公司作为北京易鑫的股东所享有的权利。

Tianjin Kars is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Tianjin Kars shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Tianjin Kars notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Tianjin Kars herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Tianjin Kars. In case we lose corporate status due to merger, division, termination, winding-up, dissolution, liquidation or other reasons, or other events that could affect our rights as shareholder of Beijing Yixin occur, our successor, administrator or liquidator shall inherit and manage our rights as shareholder of Beijing Yixin, provided that they shall covenant to comply with this Power of Attorney.

本公司承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为, 不从事任何可能引起天津卡尔斯和北京易鑫或其子公司利益冲突的行为或者不作为; 如果产生利益冲突, 应支持天津卡尔斯的合法权益并履行天津卡尔斯要求的合理行为。本公司承诺未经天津卡尔斯事先书面同意, 本公司不会使用从

北京易鑫获得的信息从事任何与北京易鑫或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视为授权本公司或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Tianjin Kars and Beijing Yixin or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Tianjin Kars and perform actions reasonably required by Tianjin Kars. We undertake that, without prior written consent of Tianjin Kars, we will not use the information acquired from Beijing Yixin to engage in any business in competition or possible competition with the business of Beijing Yixin or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本公司为北京易鑫的股东期间，除非天津卡尔斯作出相反的书面指示，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of Beijing Yixin, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney, unless Tianjin Kars has given written instructions to the opposite.

凡因解释和履行本授权委托书而发生的任何争议，本公司及天津卡尔斯或其自主决定指定的人（包括其继任者，包括取代天津卡尔斯的清算人，如涉及）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，由该会按照其在届时有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。在中国法律允许及适当情况下，仲裁庭可以依照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、针对北京易鑫的股权或资产的救济措施和责令北京易鑫进行清算的裁决。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，本公司及天津卡尔斯或其自主决定指定的人（包括其继任者，包括取代天津卡尔斯的清算人，如涉及）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，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和北京易鑫主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本公司及天津卡尔斯或其自主决定指定的人（包括其继任者，包括取代天津卡尔斯的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Tianjin Kars/Tianjin Kars's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Tianjin Kars, if applicable) 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 the time. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may grant any remedies in accordance with the provisions of this Power of Attorney 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 Beijing Yixin and awards directing Beijing Yixin to conduct liquidation. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Tianjin Kars/Tianjin Kars's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Tianjin Kars, if applicable) 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 courts of Hong Kong, Cayman Islands, China and the place where the principal assets of Beijing Yixin are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Tianjin Kars/Tianjin Kars's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Tianjin Kars, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本公司特此放弃已经通过本授权委托书授权给天津卡尔斯的与本公司股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Tianjin Kars through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

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

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[授权委托书签字页]
[Signature Page to Power of Attorney]

北京甲盛投资管理有限公司 (章)
Beijing Jiasheng Investment Management
Co., Ltd. (seal)

签字:

By:

姓名: 张雳

Name: Pang ZHANG

职位: 法定代表人

Title: Legal Representative

日期: 2018 年____月____日


Date: _____, 2018

[授权委托书签字页]
[Signature Page to Power of Attorney]

天津卡尔斯信息科技有限公司特此同意和接受本授权委托书：
Tianjin Kars Information Technology Co., Ltd., Ltd. hereby agrees and accepts this
Power of Attorney:

天津卡尔斯信息科技有限公司 (章)
Tianjin Kars Information Technology Co., Ltd. (seal)

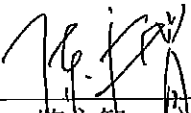


签字: 
By: _____
姓名: 朱亮
Name: Liang Zhu
职位: 法定代表人
Title: Legal Representative

北京易鑫信息科技有限公司特此同意和承认本授权委托书：
Beijing Yixin Information Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

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



签字: 
By: _____
姓名: 陈永智
Name: Yongzhi Chen
职位: 法定代表人
Title: Legal Representative

授权委托书

Power of Attorney

本公司，深圳市腾讯产业投资基金有限公司，一家依照中国法律设立和存在的有限责任公司，地址为深圳市南山区粤兴二道 6 号武汉大学深圳产学研大楼 B815，于 2018 年 10 月 4 日签署本授权委托书，本授权委托书自签署之日起生效。本公司在本授权委托书签署之日拥有北京易鑫信息科技有限公司（“北京易鑫”或“公司”）26.6%的股权。

We, Shenzhen Tencent Industry Investment Fund Co., Ltd., 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, executes this Power of Attorney on October 4, 2018, effective as of the date hereof. We are a holder of 26.6% of the equity interests in Beijing Yixin Information Technology Co., Ltd. (“Beijing Yixin” or the “Company”).

就本公司现时和将来持有的北京易鑫的股权（下称“本公司股权”），本公司特此不可撤销地授权天津卡尔斯信息科技有限公司（下称“天津卡尔斯”，以及其继任者或取代天津卡尔斯的清算人，如涉及）或其自主决定指定的人（包括但不限于天津卡尔斯的董事）（下称“受托人”）在本授权委托书的有效期限内作为本公司唯一的排他的代理人代表本公司行使相关法律法规及公司章程就本公司股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in Beijing Yixin that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Tianjin Kars Information Technology Co., Ltd. (“Tianjin Kars”, including its successors and liquidator in replacement of Tianjin Kars, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Tianjin Kars) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本公司的名义，代表本公司以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本公司在公司的任何或全部股权;
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员;
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效, 批准公司年度预算或宣布分红, 以及在任何时候查阅公司的财务信息;
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录;
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
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Approving the Company to submit any registration documents to competent government authorities;
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When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (l) 批准修改公司章程; 和
Approving amendments to the articles of association of the Company; and
- (m) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本公司在此进一步同意并承诺:

We hereby further agree and covenant:

受托人有权代表本公司签署本公司与天津卡尔斯、北京易鑫于2018年 10 月 21 日签署的《独家购买权协议》以及本公司与天津卡尔斯、北京易鑫于2018

年 10 月 4 日签署的《股权质押协议》(包括上述文件的修改、修订或重述, 合称“交易文件”)中约定的需由本公司签署的所有文件, 如期履行交易文件, 该权利的行使将不对本授权形成任何限制。

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受托人就本公司股权的一切行为均视为本公司的行为, 签署的一切文件均视为本公司签署, 本公司会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents related to Our Shareholding executed by Tianjin Kars shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

天津卡尔斯有转委托权, 可以就上述事项的办理自行再委托其他人或单位而不必事先通知本公司或获得本公司的同意。如果中国法律有要求, 天津卡尔斯应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦天津卡尔斯书面通知本公司其将本授权委托书的权利转让给第三方, 本公司将立即收回在此向天津卡尔斯做出的委托和授权, 并立即签署与本授权委托书格式相同的委托书, 对天津卡尔斯提名的其他人作出与本授权委托书内容相同的授权和委托。一旦本公司因合并、分立、终止、停业、解散、清算或其他原因导致丧失法人资格, 或发生其他可能影响本公司行使作为北京易鑫股东的权利的情形, 本公司的任何继受人、管理人或清算人均应在承诺继续遵守本授权委托书约定的前提下, 方可继承或管理本公司作为北京易鑫的股东所享有的权利。

Tianjin Kars is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Tianjin Kars shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Tianjin Kars notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Tianjin Kars herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Tianjin Kars. In case we lose corporate status due to merger, division, termination, winding-up, dissolution, liquidation or other reasons, or other events that could affect our rights as shareholder of Beijing Yixin occur, our successor, administrator or liquidator shall inherit and manage our rights as shareholder of Beijing Yixin, provided that they shall covenant to comply with this Power of Attorney.

本公司承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为, 不从事任何可能引起天津卡尔斯和北京易鑫或其子公司利益冲突的行为或者不作为; 如果产生利益冲突, 应支持天津卡尔斯的合法权益并履行天津卡尔斯要求的合理行为。本公司承诺未经天津卡尔斯事先书面同意, 本公司不会使用从

北京易鑫获得的信息从事任何与北京易鑫或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视为授权本公司或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Tianjin Kars and Beijing Yixin or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Tianjin Kars and perform actions reasonably required by Tianjin Kars. We undertake that, without prior written consent of Tianjin Kars, we will not use the information acquired from Beijing Yixin to engage in any business in competition or possible competition with the business of Beijing Yixin or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本公司为北京易鑫的股东期间，除非天津卡尔斯作出相反的书面指示，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of Beijing Yixin, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney, unless Tianjin Kars has given written instructions to the opposite.

凡因解释和履行本授权委托书而发生的任何争议，本公司及天津卡尔斯或其自主决定指定的人（包括其继任者，包括取代天津卡尔斯的清算人，如涉及）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，由该会按照其在届时有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。在中国法律允许及适当情况下，仲裁庭可以依照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、针对北京易鑫的股权或资产的救济措施和责令北京易鑫进行清算的裁决。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，本公司及天津卡尔斯或其自主决定指定的人（包括其继任者，包括取代天津卡尔斯的清算人，如涉及）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，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和北京易鑫主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本公司及天津卡尔斯或其自主决定指定的人（包括其继任者，包括取代天津卡尔斯的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Tianjin Kars/Tianjin Kars's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Tianjin Kars, if applicable) 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 the time. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may grant any remedies in accordance with the provisions of this Power of Attorney 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 Beijing Yixin and awards directing Beijing Yixin to conduct liquidation. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Tianjin Kars/Tianjin Kars's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Tianjin Kars, if applicable) 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 courts of Hong Kong, Cayman Islands, China and the place where the principal assets of Beijing Yixin are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Tianjin Kars/Tianjin Kars's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Tianjin Kars, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本公司特此放弃已经通过本授权委托书授权给天津卡尔斯的与本公司股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Tianjin Kars through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

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

[以下无正文]

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[授权委托书签字页]
[Signature Page to Power of Attorney]

深圳市腾讯产业投资基金有限公司 (章)
Shenzhen Tencent Industry Investment
Fund Co., Ltd. (seal)



签字:

By:

姓名: 任宇昕

Name: Yuxin REN

职位: 法定代表人

Title: Legal Representative

日期: 2018 年 ____ 月 ____ 日

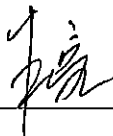
Date: ____, 2018

[授权委托书签字页]
[Signature Page to Power of Attorney]

天津卡尔斯信息科技有限公司特此同意和接受本授权委托书：
Tianjin Kars Information Technology Co., Ltd. hereby agrees and accepts this
Power of Attorney:

天津卡尔斯信息科技有限公司 (章)
Tianjin Kars Information Technology Co., Ltd. (seal)

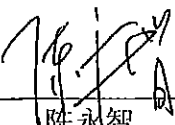


签字: 
By: _____
姓名: 朱亮
Name: Liang Zhu
职位: 法定代表人
Title: Legal Representative

北京易鑫信息科技有限公司特此同意和承认本授权委托书：
Beijing Yixin Information Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

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



签字: 
By: _____
姓名: 陈永智
Name: Yongzhi Chen
职位: 法定代表人
Title: Legal Representative

授权委托书 Power of Attorney

本公司，天津聚莘信息技术有限公司，一家依照中国法律设立和存在的有限责任公司，地址为天津自贸试验区(东疆保税港区)洛阳道 600 号海丰物流园 3 幢 2 单元-102，于 2018 年 10 月 4 日签署本授权委托书，本授权委托书自签署之日起生效。本公司在本授权委托书签署之日拥有北京易鑫信息科技有限公司（“北京易鑫”或“公司”）55.7%的股权。

We, Tianjin Jushen Information Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at No. Unit 2-102, building 3, Haifeng Logistics Park, No. 600 Luoyang Road, Dongjiang Free Trade Port Zone, Free Trade Pilot Zones, Tianjin, executes this Power of Attorney on October 4, 2018, effective as of the date hereof. We are a holder of 55.7% of the equity interests in Beijing Yixin Information Technology Co., Ltd. (“Beijing Yixin” or the “Company”).

就本公司现时和将来持有的北京易鑫的股权（下称“本公司股权”），本公司特此不可撤销地授权天津卡尔斯信息科技有限公司（下称“天津卡尔斯”，以及其继任者或取代天津卡尔斯的清算人，如涉及）或其自主决定指定的人（包括但不限于天津卡尔斯的董事）（下称“受托人”）在本授权委托书的有效期限内作为本公司唯一的排他的代理人代表本公司行使相关法律法规及公司章程就本公司股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in Beijing Yixin that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Tianjin Kars Information Technology Co., Ltd. (“Tianjin Kars”, including its successors and liquidator in replacement of Tianjin Kars, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Tianjin Kars) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本公司的名义，代表本公司以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including

without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本公司在公司的任何或全部股权;
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员;
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效, 批准公司年度预算或宣布分红, 以及在任何时候查阅公司的财务信息;
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录;
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件;
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权;
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 当公司的董事或管理人员的行为损害公司或其股东利益时, 对该等董事或管理人员提起股东诉讼或采取其他法律行为;
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (l) 批准修改公司章程; 和
Approving amendments to the articles of association of the Company; and
- (m) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本公司在此进一步同意并承诺:

We hereby further agree and covenant:

受托人有权代表本公司签署本公司与天津卡尔斯、北京易鑫于 2018 年 10

月 4 日签署的《独家购买权协议》以及本公司与天津卡尔斯、北京易鑫于2018年 10 月 4 日签署的《股权质押协议》(包括上述文件的修改、修订或重述,合称“交易文件”)中约定的需由本公司签署的所有文件,如期履行交易文件,该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of us, execute all the documents we shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Tianjin Kars and Beijing Yixin on October 4, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Tianjin Kars and Beijing Yixin on October 4, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本公司股权的一切行为均视为本公司的行为,签署的一切文件均视为本公司签署,本公司会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents related to Our Shareholding executed by Tianjin Kars shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

天津卡尔斯有转委托权,可以就上述事项的办理自行再委托其他人或单位而不必事先通知本公司或获得本公司的同意。如果中国法律有要求,天津卡尔斯应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦天津卡尔斯书面通知本公司其将本授权委托书的权利转让给第三方,本公司将立即收回在此向天津卡尔斯做出的委托和授权,并立即签署与本授权委托书格式相同的委托书,对天津卡尔斯提名的其他人作出与本授权委托书内容相同的授权和委托。一旦本公司因合并、分立、终止、停业、解散、清算或其他原因导致丧失法人资格,或发生其他可能影响本公司行使作为北京易鑫股东的权利的情形,本公司的任何继承人、管理人或清算人均应在承诺继续遵守本授权委托书约定的前提下,方可继承或管理本公司作为北京易鑫的股东所享有的权利。

Tianjin Kars is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Tianjin Kars shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Tianjin Kars notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Tianjin Kars herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Tianjin Kars. In case we lose corporate status due to merger, division, termination, winding-up, dissolution, liquidation or other reasons, or other events that could affect our rights as shareholder of Beijing Yixin occur, our successor, administrator or liquidator shall inherit and manage our rights as shareholder of Beijing Yixin, provided that they shall covenant to comply with this Power of Attorney.

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要求的合理行为。本公司承诺未经天津卡尔斯事先书面同意，本公司不会使用从北京易鑫获得的信息从事任何与北京易鑫或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本公司或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Tianjin Kars and Beijing Yixin or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Tianjin Kars and perform actions reasonably required by Tianjin Kars.

We undertake that, without prior written consent of Tianjin Kars, we will not use the information acquired from Beijing Yixin to engage in any business in competition or possible competition with the business of Beijing Yixin or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本公司为北京易鑫的股东期间，除非天津卡尔斯作出相反的书面指示，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of Beijing Yixin, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney, unless Tianjin Kars has given written instructions to the opposite.

凡因解释和履行本授权委托书而发生的任何争议，本公司及天津卡尔斯或其自主决定指定的人（包括其继任者，包括取代天津卡尔斯的清算人，如涉及）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，由该会按照其在届时有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。在中国法律允许及适当情况下，仲裁庭可以依照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、针对北京易鑫的股权或资产的救济措施和责令北京易鑫进行清算的裁决。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，本公司及天津卡尔斯或其自主决定指定的人（包括其继任者，包括取代天津卡尔斯的清算人，如涉及）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，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和北京易鑫主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本公司及天津卡尔斯或其自主决定指定的人（包括其继任者，包括取代天津卡尔斯的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Tianjin Kars/Tianjin Kars's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Tianjin Kars, if applicable) 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 the time. The arbitration shall be conducted in Beijing. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may grant any remedies in accordance with the provisions of this Power of Attorney

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 Beijing Yixin and awards directing Beijing Yixin to conduct liquidation. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Tianjin Kars/Tianjin Kars's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Tianjin Kars, if applicable) 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 courts of Hong Kong, Cayman Islands, China and the place where the principal assets of Beijing Yixin are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Tianjin Kars/Tianjin Kars's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Tianjin Kars, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本公司特此放弃已经通过本授权委托书授权给天津卡尔斯的与本公司股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Tianjin Kars through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。


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

[以下无正文]

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[授权委托书签字页]
[Signature Page to Power of Attorney]

天津聚萃信息技术有限公司 (章)
Tianjin Jushen Information Technology
Co., Ltd. (seal)

签字: 
By: _____
姓名: 陈永智
Name: Yongzhi Chen
职位: 法定代表人
Title: Legal Representative

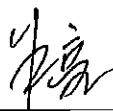
日期: 2018 年 ____ 月 ____ 日
Date: _____, 2018

[授权委托书签字页]
[Signature Page to Power of Attorney]

天津卡尔斯信息科技有限公司特此同意和接受本授权委托书:
Tianjin Kars Information Technology Co., Ltd., Ltd. hereby agrees and accepts this
Power of Attorney:

天津卡尔斯信息科技有限公司 (章)
Tianjin Kars Information Technology Co., Ltd. (seal)

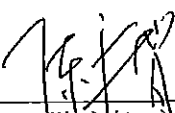


签字: 
By: _____
姓名: 朱亮
Name: Liang Zhu
职位: 法定代表人
Title: Legal Representative

北京易鑫信息科技有限公司特此同意和承认本授权委托书:
Beijing Yixin Information Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

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



签字: 
By: _____
姓名: 陈永智
Name: Yongzhi Chen
职位: 法定代表人
Title: Legal Representative