

**股权质押合同**  
**EQUITY INTEREST PLEDGE AGREEMENT**

本股权质押合同（下称“本合同”）由下列各方于 2015 年 8 月 31 日在中华人民共和国（下称“中国”）深圳市签订：

**This Equity Interest Pledge Agreement** (this "**Agreement**") has been executed by and among the following parties on 31 August 2015 in Shenzhen, the People's Republic of China ("China" or the "PRC"):

甲方：深圳市指游方寸网络科技有限公司（下称“质权人”）

**Party A:** Shenzhen Finger Fun Network Technology Co.,Ltd (hereinafter "**Pledgee**")

地址：深圳市前海深港合作区前湾一路鲤鱼门街一号前海深港合作区管理局综合办公楼 A 栋 201 室（入驻深圳市前海商务秘书有限公司）

Address:

乙方：曹爱国（下称“出质人”）

**Party B:** Cao Aiguo (hereinafter "**Pledgor**")

身份证号码：340821197405265919

ID No.: 340821197405265919

丙方：深圳市云海情天文化传播有限公司

**Party C:** Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd

地址：深圳市南山区高新科技园科园路 1002 号 A8 音乐大厦 2401 室

Address: Room 2401, A8 Music Building, NO.1002 Ke Yuan Road, Hi-Tech Park, Nanshan District, Shenzhen

在本合同中，质权人、出质人和丙方以下各称“一方”，合称“各方”。

In this Agreement, Pledgee, Pledgor and Party C shall be referred to individually as a "**Party**", and collectively as the "**Parties**".

鉴于：

**WHEREAS:**

1. 出质人是公民，其拥有丙方 100% 的股权。丙方是一家在中国注册成立的，从事网络技术的研发，计算机软件的研发、设计等业务的有限责任公司。丙方在此确认出质人和质权人在本合同下的权利和义务并提供必要的协助以登记该质权；

Pledgor is a Chinese citizen, and holds 100% of the equity interest in Party C.

Party C is a limited liability company registered in China, engaging in internet technology research and development, computer software research, development and design and other businesses. Party C acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and intends to provide all 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签订了独家业务合作及服务协议等一系列旨在形成质权人控制丙方的协议(“**控制协议**”)；

Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and Party C owned by Pledgor have executed an Exclusive Business Cooperation and Service Agreement and a series of other control agreements (the “**Control Agreements**”) the purpose of which is to control Party C;

3. 为了保证丙方履行控制协议，按照约定向质权人支付咨询和服务费等到期款项，出质人以其在丙方中拥有的全部股权向质权人做出质押担保。

To ensure that Party C will fully perform its obligations under the Control Agreements and pay the consulting and service fees thereunder to the Pledgee when the same becomes due, Pledgor hereby pledges to the Pledgee all of the equity interest he holds in Party C as security for payment of the consulting and service fees by Party C under the Control Agreements.

为此，各方商定按照以下条款签订本合同。

The Parties have mutually agreed to execute this Agreement upon the following terms.

## 1. 定义

### **DEFINITIONS**

除非本合同另有规定，下列词语含义为：

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

- 1.1 质权：指出质人根据本合同第 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股权折价或拍卖、变卖该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 compensated on a preferential basis with the conversion, auction or sales

price of the Equity Interest.

- 1.2 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：指本合同第 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 控制协议：指丙方与质权人于本合同签署日签订的独家业务合作及服务协议等一系列控制性协议。  
Control Agreements: shall refer to the Exclusive Business Cooperation and Service Agreements and other relevant control agreements executed by and between Party C and Pledgee as of the date hereof.
- 1.5 违约事件：指本合同第 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.
- 1.6 违约通知：指质权人根据本合同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

### **THE PLEDGE**

作为丙方按时和全额支付控制协议项下质权人应得的任何或全部的款项包括但不限于控制协议中规定的咨询和服务费（无论该等费用的到期应付是由于到期日的到来、提前收款的要求或其它原因）的担保，出质人特此将其现有或将拥有的丙方的全部股权权益质押给质权人。

As collateral security for the timely and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of any or all of the payments due by Party C including without limitation the consulting and services fees payable to the Pledgee under the Control Agreements, Pledgor hereby pledges to Pledgee a first security interest in all of Pledgor's right, title and interest, whether now owned or hereafter acquired by Pledgor, in the Equity Interest of Party C.

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.

### 3. 质押期限

#### TERM OF PLEDGE

3.1 本质权自本合同项下的股权出质在相应的工商行政管理机关登记之日起生效，质权有效期持续到出质人不再担任丙方的股东为止。各方同意，自本合同签署之日起3个工作日内，出质人和丙方应将本合同的质权登记在丙方股东名册上，并自本合同签署之日起30个工作日内向相应的工商行政管理机关申请登记本合同项下的质权。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合同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、真实反映本合同项下质权信息的股权质押合同（“**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，仍以本合同约定为准。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 has been registered with relevant administration for industry and commerce (the “**AIC**”). The Pledge shall be continuously valid until the Pledgor is no longer a shareholder of Party C. The parties agree that Pledgor and Party C shall register the Pledge in the shareholders' register of Party C within three (3) working days following the execution of this Agreement and submit an application to the AIC for the registration of the Pledge of the Equity Interest contemplated herein within 30 working 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，如丙方未按控制协议交付咨询服务费等费用，质权人有权但无义务按本合同的规定处分质权。

During the Term of Pledge, in the event that Party C fails to pay the consulting or service fees in accordance with the Control Agreements, Pledgee shall have the right, but not the obligation, to dispose of 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 在本合同规定的质押期限内，出质人应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。出质人应在本合同签订之日起一周内将上述股权出资证明书及股东名册交付给质权人。质权人将在本合同规定的全部质押期间一直保管这些项目。

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 items during the entire Term of Pledge set forth in this Agreement.

- 4.2 在质押期限内，质权人有权收取股权所产生的红利。

Pledgee shall have the right to collect dividends generated by the Equity Interest during the Term of Pledge.

#### 5. 出质人的声明和保证

##### **REPRESENTATIONS AND WARRANTIES OF PLEDGOR**

- 5.1 出质人是股权唯一的合法所有人。

Pledgor is the sole legal and beneficial owner of the Equity Interest.

- 5.2 质权人有权以本合同规定的方式处分并转让股权。

Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.

5.3 除本质权之外,出质人未在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.

## 6. 出质人的承诺和确认

### COVENANTS AND CONFIRMATION OF PLEDGOR

6.1 在本合同存续期间,出质人向质权人承诺,出质人将:

Pledgor hereby covenants to the Pledgee, that during the term of this Agreement, Pledgor shall:

6.1.1 除履行由出质人与质权人、丙方于本合同签署日签订的《股权处分及独家购买权合同》(“**独家购买权合同**”)外,未经质权人事先书面同意,不得转让股权,不得在股权上设立或允许存在任何担保或其他债务负担;

not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest, without the prior written consent of Pledgee, except for the performance of the Share Disposal and Exclusive Option Agreement (the “**Exclusive Option Agreement**”) executed by Pledgor, the Pledgee and Party C on the execution date of this Agreement;

6.1.2 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;

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

6.1.3 将任何可能导致对出质人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合同中的任何保证、义务或对出质人履行其在本合同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。

promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on Pledgee's rights to the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement.

- 6.2 出质人同意，质权人按本合同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，为保护或完善本合同对偿付控制协议项下咨询服务费等费用的担保，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，并为本合同赋予质权人之权利、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 payment of the consulting and service fees under the Control Agreements, 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 出质人向质权人保证，出质人将遵守、履行本合同项下所有的保证、承

诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。

Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Pledgor shall indemnify Pledgee for all losses resulting therefrom.

- 6.5 未经事先书面通知质权人并获得其事先书面同意，出质人不得将股权转让，出质人的所有拟转让股权的行为无效。出质人转让股权所得价款应首先用于提前向质权人清偿担保债务或向与质权人约定的第三人提存。Without notifying Pledgee in advance and obtaining Pledgee's prior written consent, Pledgor shall not transfer the Equity Interest and any proposed transfer of the Equity Interest of Pledgor shall be invalid. Any payment received by Pledgor for transfer of the Equity Interest shall be firstly used to repay the secured obligations to Pledgee or be placed in escrow with a third party as agreed with Pledgee.

## 7. 违约事件

### EVENT OF DEFAULT

- 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 丙方未能按期、完整履行控制协议项下任何责任，包括但不限于丙方未能按期足额支付控制协议项下的应付的咨询服务费等费用或有违反该协议其他义务的行为；

Party C fails to fully and timely fulfill any liabilities under the Control Agreements, including without limitation failure to pay in full any of the consulting and service fees payable under the Control Agreements or breaches any other obligations of Party C thereunder;

- 7.1.2 出质人或丙方实质违反本合同的任何条款；

Pledgor or Party C has committed a material breach of any provisions of this Agreement;

- 7.1.3 除履行独家购买权合同外，出质人舍弃出质的股权或未获得质权人书面同意而擅自转让或意图转让出质的股权；

Except for the performance of the Exclusive Option Agreement,

Pledgor transfers or purports to transfer or abandons the Equity Interest pledged or assigns the Equity Interest pledged without the written consent of Pledgee;

7.1.4 丙方的继承人或代管人只能履行部分或拒绝履行控制协议项下的支付责任;

The successor or custodian of Party C is capable of only partially perform or refuses to perform the payment obligations under the Control Agreements.

7.1.5 出质人因其所拥有的财产出现不利变化,致使质权人认为出质人履行本合同项下的义务的能力已受到影响;

The occurrence of any adverse change to the assets or property of the Pledgor, which in Pledgee's determination, may impact the ability of the Pledgor to perform its obligations hereunder.

7.1.6 按有关法律规定质权人不能或可能不能行使处分质权的其他情况。

The occurrence of any other circumstances under which the Pledgee is not or may not able to exercise its rights hereunder in accordance with the applicable law.

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 shall immediately notify Pledgee in writing accordingly.

7.3 除非第 7.1 部分下的违约事件在质权人向出质人发出要求其修正此违约行为通知后的二十(20)天之内已经按质权人要求获得救济, 质权人在其后的任何时间, 可向出质人发出书面违约通知, 要求立即依据本合同第 8 条行使质权权利。

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 requesting ratification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor in writing at any time thereafter, demanding to immediately dispose of the Pledge in accordance with the provisions of Section 8 of this Agreement.

## 8. 质权的行使

### EXERCISE OF PLEDGE

- 8.1 在控制协议所述的咨询服务费等费用未全部偿付前，未经质权人书面同意，出质人不得转让其拥有的丙方股权。

Prior to the full payment of the consulting and service fees described in the Control Agreements, without the Pledgee's written consent, Pledgor shall not assign the Equity Interest in Party C.

- 8.2 在质权人行使其质押权利时，质权人可以向出质人发出书面通知。

Pledgee may issue a written notice to Pledgor when exercising the Pledge.

- 8.3 受限于第 7.3 条的规定，质权人可在按第 7.3 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。质权人决定行使处分质权的权利时，出质人即不再拥有任何与股权有关的权利和利益。

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 7.3. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.

- 8.4 在违约时，根据中国有关法律的规定，质权人有权按照法定程序处置质押股权。在中国法律允许的范围内，对于处置的所得，质权人无需给出质人；出质人特此放弃其可能有的能向质权人要求任何质押股权处置所得的权利。

In the event of default, Pledgee is entitled to dispose of the Equity Interest in accordance with applicable PRC laws. Only to the extent permitted under applicable PRC laws, Pledgee has no obligation to account to Pledgor for proceeds of disposition of the Equity Interest, and Pledgor hereby waives any rights it may have to demand any such accounting from Pledgee.

- 8.5 质权人依照本合同处分质权时，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. 转让

### ASSIGNMENT

- 9.1 除非经质权人事先同意,出质人无权赠予或转让其在本合同项下的权利义务。出质人向质权人承诺其已作出一切适当安排及签订所有必要文件,以确保其继承人、监护人、配偶及其他第三方不会因其死亡、丧失法律行为能力、离婚或其他任何情况而对本协议的执行情况产生不利影响或阻碍协议执行。

Without Pledgee's prior written consent, Pledgor shall not have the right to assign or delegate its rights and obligations under this Agreement. Pledgor commits to Pledgee that all appropriate arrangements have been made and all necessary documents have been executed to ensure that none of their successors, guardians, spouses and other third parties will adversely impact or hinder the enforcement of this Agreement in the event of death, loss of legal capacity, divorce or any other situation of the Pledgor.

- 9.2 本合同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 its successors and permitted assigns, and shall be valid with respect to Pledgee and each of its successors and assigns.

- 9.3 质权人可以在任何时候将其在控制协议项下的所有或任何权利和义务转让给其指定的人(自然人/法人),在这种情况下,受让人应享有和承担本合同项下质权人享有和承担的权利和义务,如同其作为原合同方应享有和承担的一样。质权人转让控制协议项下的权利和义务时,应质权人要求,出质人应就此转让签署有关协议和/或文件。

At any time, Pledgee may assign any and all of its rights and obligations under the Control Agreements to its designee(s) (natural/legal persons), in which case the assigns shall have the rights and obligations of Pledgee under this Agreement, as if it were the original party to this Agreement. When the Pledgee assigns the rights and obligations under the Control Agreements, upon Pledgee's request, Pledgor shall execute relevant agreements or other documents relating to such assignment.

- 9.4 因转让所导致的质权人变更后,应质权人要求,出质人应与新的质权人签订一份内容与本合同一致的新质押合同,并在相应的工商行政管理机关进行登记。

In the event of a change in Pledgee due to an assignment, Pledgor 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.

- 9.5 出质人应严格遵守本合同和各方单独或共同签署的其他有关合同的规定，包括独家购买权合同和对质权人的授权委托书，履行各合同项下的义务，并不得进行任何足以影响合同的有效性和可强制执行性的作为/不作为行为。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 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 Exclusive Option Agreement and the Power of Attorney granted to Pledgee, 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.

## 10. 终止

### **TERMINATION**

在控制协议项下的咨询服务费等费用偿还完毕，并且丙方不再承担控制协议项下的任何义务之后，本合同终止，并且在尽早合理可行的时间内，质权人应解除本合同下的股权质押。

Upon the full payment of the consulting and service fees under the Control Agreements and upon termination of Party C's obligations under the Control Agreements, this Agreement shall be terminated, and Pledgee shall then terminate the equity pledge under this Agreement as soon as reasonably practicable.

## 11. 手续费及其他费用

### **HANDLING FEES AND OTHER EXPENSES**

一切与本合同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.

## 12. 保密责任

### **CONFIDENTIALITY**

各方承认及确定有关本合同、本合同内容，以及彼此就准备或履行本合同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)由任何一方就本合同所述交易而需向其股东、投资者、法律或财务顾问披露之信息，而该股东、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方工作人员或聘请机构的泄密均视为该方的泄密，需依本合同承担违约责任。无论本合同以任何理由终止，本条款仍然生效。

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain 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, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, 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 staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

### 13. 适用法律和争议的解决

#### **GOVERNING LAW AND RESOLUTION OF DISPUTES**

13.1 本合同的订立、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 China.

13.2 因解释和履行本协议而发生的任何争议,本协议双方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决,则任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会,由该会按照其仲裁规则仲裁解决。仲裁应在深圳进行,使用之语言为中文。仲裁裁决是终局性的,对各方均有约束力。在适当情况下,仲裁庭或仲裁员可根据争议解决条款和/或适用的中国法律,就中国经营实体股权或资产作出补救措施裁定,包括限制业务开展、限制或禁止转让或出售股权或资产或提出对中国经营实体进行清盘。此外,在组成仲裁庭期间,各方有权向位于(i)开曼群岛(即上市母公司注册成立地点);(ii)有关中国经营实体注册成立地点(包括中国深圳市);及(iii)上市母公司或有关中国经营实体主要资产所在地具有管辖权的法院申请就相关中国经营实体的股权或资产授出临时性救济措施。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Shenzhen, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties. In appropriate cases, pursuant to the dispute resolution provisions and /or PRC laws in force at that time, the arbitral tribunal or arbitrator may award remedies over the equity interests or assets of the PRC Operating Entities, including restrictions over the conduct of business, restrictions or prohibitions over transfer or disposal of the equity interests or assets or order the winding up of the PRC Operating Entities. In addition during the progress of arbitral tribunal setup, the parties shall have the right to apply to the courts of (i) the Cayman Islands (being the place of listed company); (ii) the place of incorporation of the relevant PRC Operating Entities (i.e. Shen Zhen, PRC); (iii) the place(s) where the listed company or the relevant PRC Operating Entity's principal assets are located, which having jurisdiction, for interim remedies over the equity interests or assets of the relevant PRC Operating Entities.

13.3 因解释和履行本合同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,本合同各方仍应继续行使各自在本合同项下的其他权利并

履行各自在本合同项下的其他义务。

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.

## 14. 通知

### NOTICES

14.1 本合同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:

14.1.1 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送达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.

14.1.2 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).

14.2 为通知的目的，各方地址如下：

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

甲方： 深圳市指游方寸网络科技有限公司

**Party A:** Shenzhen Finger Fun Network Technology Co.,Ltd

地址： 深圳市南山区科技园科园路 1002 号 A8 音乐大厦 23 楼  
Address: Floor 23, A8 Music Building, No. 1002, Ke Yuan Road,  
Hi-Tech Park, Nanshan District, Shenzhen

收件人： 高克颖

Attn: Gao Keying

电话： 13809893966

Phone: 13809893966

传真： 0755-33303333

Facsimile: 0755-33303333

**乙方：曹爱国**

**Party B: Cao Aiguo**

地址： 深圳市宝安区民治新龙梅花新园 1 栋 G902 号

Address:

电话： 18665882028

Phone: 18665882028

电子邮件： 12363845@qq.com

E-mail: 12363845@qq.com

**丙方： 深圳市云海情天文化传播有限公司**

**Party C: Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd**

地址： 深圳市南山区科技园科园路 1002 号 A8 音乐大厦 23 楼

Address: Floor 23, A8 Music Building, No. 1002, Ke Yuan Road,  
Hi-Tech Park, Nanshan District, Shenzhen

收件人： 高克颖

Attn: Gao Keying

电话： 13809893966

Phone: 13809893966

传真： 0755-33303333

Facsimile: 0755-33303333

14.3 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.

## 15. 分割性

## **SEVERABILITY**

如果本合同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，本合同其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

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

## **16. 附件**

### **ATTACHMENTS**

本合同所列附件，为本合同不可分割的组成部分。

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

## **17. 生效**

### **EFFECTIVENESS**

17.1 本合同经各方适当签署时生效。

This Agreement shall become effective when the Parties have duly executed this Agreement.

17.2 本合同的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章并按规定办理政府登记（如需）后生效。

Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon completion of the governmental filing procedures (if applicable) after the affixation of the signatures or seals of the Parties.

17.3 自本合同协议生效后，如果中国任何政府机构对中国任何法律、法规、

法令或规定的条款作出修改，包括对现行法律、法规、法令或规定作出修正、补充或废止，或对现行法律、法规、法令或规定引用不同的解释或不同的实施办法(各称为“**修改**”)，或颁布新的法律、法规、法令或规定(各称为“**新规定**”)，或任何政府机构提出对本合同的履行可能造成影响的要求或意见时，应适用如下：

After this Agreement becomes effective, if any PRC governmental authority makes any change to any PRC laws, regulations, orders or rules, including making amendment, supplements or abolishment to any existing laws, regulations, orders or rules or employing additional interpretations, implementation (each a “**Change**”) or issuing new laws, regulations, orders or rules (each a “**New Rule**”), or if any governmental authority raises any requirement or comments that may affect the enforcement of this Agreement, parties shall:

- (a) 如果修改或新规定比截止本合同生效之日有效的有关法律、法规、法令或规定对甲方更为有利，则各方应及时向有关机构(如需要)申请获取这些修改或新规定的利益。各方应尽其最大努力促使该申请获得批准。

If the Change or the New Rule is more favorable to Party A than the laws, regulations, orders or rules effective as of the date of this Agreement, Parties shall timely apply to relevant government authority for such benefits (if needed). Parties shall use their best effort to procure the approval of the application.

- (b) 如果由于修改或新规定，甲方在本合同项下的利益直接或间接地受到严重和不利的影晌，经甲方通知乙方或丙方后，各方应基于诚实信用原则及时协商，对本合同的条款或履行方式作出一切必要的修改和调整，以尽最大可能实现各方在本合同项下的原有商业意图并维护甲方在本合同中的利益。

If any of Party A's interest under this Agreement is materially and adversely affected by the Change or the New Rule, upon notice by Party A to Party B or Party C, Parties shall consult with each other based on good faith and make any necessary amendment and adjustment so as to realize the business intents as contemplated by this Agreement and maintain the interest of Party A to the extent possible.

- (c) 如果由于任何政府机构提出的要求可能对本合同根据本合同的条款和条件予以履行产生实质不利影晌，乙方及丙方应尽最大合理努

力与相关政府机关予以沟通，以争取本合同能以其原本的条款条件予以履行，甲方应就该等沟通予以必要的协助。如果无法通过沟通，各方应基于诚实信用原则及时协商，对本合同的条款或履行方式作出一切必要的修改和合理的调整，以尽最大可能实现各方在本合同项下的原有商业意图并维护甲方在本合同中的利益。

If the requirement by any government authority will have material adverse impact on the performance of this Agreement according to the terms and conditions contained herein, Party B or Party C shall use its best effort to communicate with relevant government authority to effect the performance of this Agreement according to its original terms and conditions and Party A shall provide necessary assistant to such communication. If the issues cannot be settled through communication, Parties shall consult with each other based on good faith and make any necessary amendment and adjustment so as to realize the business intents as contemplated by this Agreement and maintain the interest of Party A to the extent possible.

- 17.4 本合同以中文和英文书就，一式三份，质权人、出质人和丙方各持一份，具有同等效力；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 three copies. Pledgor, Pledgee and Party C shall hold one copy respectively. Each copy of this Agreement shall have equal validity. In the event of any conflict between the Chinese version and the English version, the Chinese version shall prevail.

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附件:

**Attachments:**

1. 丙方股东名册;  
Shareholders' register of Party C;
2. 丙方的出资证明书;  
The Capital Contribution Certificate for Party C;
3. 独家业务合作及服务协议;  
Exclusive Business Cooperation and Service Agreement;

**深圳市云海情天文化传播有限公司股东登记名册**  
**Shareholders' Register of**  
**Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd**

姓名 Name	身份证号码 Identity Document	出资额 Capital Contribution	出资比例 Percentage of Contribution	出资证明书编号 Capital Contribution Certificate No.	住所 Address	股权质押情况 Number of Pledged Shares
曹爱国	340821197405265919	人民币 1000 万元	100%	001	深圳市宝安区民治新龙梅花新园 1 栋 G902 号	曹爱国拥有深圳市云海情天文化传播有限公司 100%的股权, 此 100%的股权已经全部质押给深圳市指游方寸网络科技有限公司。

深圳市指游方寸网络科技有限公司拥有深圳市云海情天文化传播有限公司总计 100%股权的质押。

It is certified that a total of 100% of the equity interests of Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd, has been pledged to Shenzhen Finger Fun Network Technology Co.,Ltd. by the shareholder.

深圳市云海情天文化传播有限公司  
**Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd.**

签署/By: \_\_\_\_\_

姓名/ Name: 曹爱国/ Cao Aiguo

职务/ Title: 法定代表人 Legal Representative

日期: 2015 年 8 月 31 日

Date: 31 August 2015

深圳市云海情天文化传播有限公司出资证明书

(编号: 001)

Capital Contribution Certificate

for Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd

(No: 001)

公司名称: 深圳市云海情天文化传播有限公司  
**Name of the Company:** Shenzhen Yunhai Qingtian Cultural Broadcasting  
Co.,Ltd  
公司成立日期: 2004年12月09日  
**Establishment Date of the Company:** 09 December 2004  
公司注册资本: 人民币1000万元  
**Registered Capital of the Company:** RMB 10,000,000  
股东姓名: 曹爱国  
**Name of the Shareholder:** Cao Aiguo  
身份证号: 340821197405265919  
**ID Card No.:** 340821197405265919  
股东缴纳的出资额: 人民币1000万元  
**Amount of the Capital Contributed by the Shareholder:** RMB 10,000,000  
股东缴纳出资日期: [2009年06月]  
**Contribution Date:** [June 2009]

特此证明曹爱国已经出资人民币1000万元(RMB10,000,000),拥有深圳市云海情天文化传播有限公司100%的股权,此100%的股权已经全部质押给深圳市指游方寸网络科技有限公司。

It is hereby certified that Cao Aiguo has contributed RMB10,000,000 to hold 100% of the equity interests of Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd, and such 100% equity interest has been pledged to Shenzhen Finger Fun Network Technology Co.,Ltd.

深圳市云海情天文化传播有限公司  
Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd

签署/By: 

姓名/Name: 曹爱国/Cao Aiguo

职务/Title: 法定代表人 Legal Representative

日期: 2015年8月31日

Date: 31 August 2015

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独家业务合作及服务协议

**EXCLUSIVE BUSINESS COOPERATION AND SERVICE AGREEMENT**

本独家业务合作及服务协议（以下简称“本协议”）由以下各方于 2015 年 8 月 31 日在深圳市签署：

This **Exclusive Business Cooperation and Service Agreement** (this "**Agreement**") is entered into as of 31 August 2015 in Shenzhen by and between the following parties:

甲方： 深圳市指游方寸网络科技有限公司

**Party A: Shenzhen Finger Fun Network Technology Co.,Ltd.**

地址： 深圳市前海深港合作区前湾一路鲤鱼门街一号前海深港合作区  
管理局综合办公楼 A 栋 201 室（入驻深圳市前海商务秘书有限公司）

Address:

乙方： 深圳市云海情天文化传播有限公司

**Party B: Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd.**

地址： 深圳市南山区高新科技园科园路 1002 号 A8 音乐大厦 2401 室

Address: Room 2401, A8 Music Building, NO.1002 Ke Yuan Road , Hi-Tech  
Park, Nanshan District, Shenzhen

鉴于：

WHEREAS:

1. 甲方是一家在中国注册的外商独资企业，拥有提供与乙方经营业务有关的服务的必要资源；

Party A is a wholly foreign-owned enterprise established in China, and has the necessary resources to provide services in relation to the principal business;

2. 乙方是一家在中国注册的内资公司，经营过程中需要甲方为其提供与其经营业务有关的服务。

Party B is a company with purely domestic capital registered in China and needs Party A's services in relation to the principal business during the course of its business.

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基于上述，甲乙双方通过友好协商，特同意如下条款，以兹共同遵守：

**NOW THEREFORE**, through friendly consultation, Party A and Party B hereby agree to enter into and perform this Agreement.

## 第一条 服务提供

### **SERVICES PROVIDED BY PARTY A**

1. 按照本协议条款和条件，乙方在此委任甲方在本协议期间作为乙方的独家业务合作及服务提供者向乙方提供全面的技术支持、业务支持和相关咨询服务，具体内容包括所有在乙方主营业务范围内由甲方不时决定必要的服务，包括但不限于以下内容：

Party B hereby appoints Party A as Party B's exclusive business cooperation and services provider to provide Party B with complete technical support, business support and related consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement. Such services may include all necessary services within the scope of the Principal Business of Party B as may be determined from time to time by Party A, including but not limited to:

- (1) 提供乙方业务所需要的其他相关的技术咨询与技术服务，包括但不限于业务咨询、资产设备租赁、市场咨询、系统集成、产品研发和系统维护等。

Party A shall be responsible for providing any other technical consultancy and technical services required by Party B for its business, including but not limited to technical services, business consultations, equipment or property leasing, marketing consultancy, system integration, product research and development, and system maintenance.

- (2) 按照乙方的业务需求对相关软件、技术进行研究和开发，并授权乙方对相关软件和技术的使用；

Party A shall conduct research and development of the relevant software and technology according to the business need of Party B and shall license Party B the right to use such software and technology;

- (3) 负责乙方计算机网络设备、网页的研发设计、监控、调试与故障排除；

Party A shall be responsible for the development, design, monitor,

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testing and removal of breakdown in connection with the computer network equipment and web page of Party B;

- (4) 为乙方员工提供技术培训及支持;

Party A shall be responsible for providing technical training and technical support to the staff of Party B;

- (5) 提供乙方业务所需要的其他相关的业务合作及服务。

Party A shall be responsible for providing any other business cooperation services required by Party B for its business.

2. 乙方应当为甲方完成前述工作提供适当的配合，包括但不限于负责提供相关数据、提供所需的技术要求、说明等。

Party B shall provide appropriate collaboration to Party A for it to complete the above assignments, including but not limited to providing the relevant data and necessary technical requirements and description.

3. 本协议有效期限为二十年。双方同意，在本协议期满前，甲方有权以书面通知的方式延长本协议的期限。

The term of this Agreement shall be twenty (20) years. The Parties agree that upon the expiration of the term of this Agreement, Party A shall be entitled to extend the validity of this Agreement by giving written notice to Party B.

4. 甲方是向乙方提供本协议项下服务的独家提供者；除非甲方事先书面同意，乙方不得接受任何第三方提供的与甲方服务相同或相类似的其他服务。双方同意，甲方可以指定其他方为乙方提供本协议约定的服务和/或支持。

Party A shall be the exclusive provider of the services hereunder for Party B. In no circumstance shall Party B accept any services from any third party which are same as or similar to the services provided by Party A hereunder without the prior written consent of Party A. The Parties agree that Party A may appoint other parties, to provide Party B with the consultations and/or services under this Agreement.

5. 除非双方另行书面约定，甲方对履行本协议而产生的任何知识产权包括但不限于著作权、专利权、技术秘密、商业机密及其他，无论是由甲方还是由乙方开发的，均享有独占的和排他的权利和利益。乙方须签署所有适当的文件，采取所有适当的行动，递交所有的文

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件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。双方同意，不论本协议是否变更、解除或终止，本条款将持续有效。

Unless the Parties agree otherwise in writing, Party A shall be the sole and exclusive owner of all rights and interest to any and all intellectual property rights arising from the performance of this Agreement, including without limitation any copyrights, patents, know-how, trade secrets and otherwise, irrespective of whether developed by Party A or Party B. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A in its sole discretion for the purposes of vesting any ownership, right or interest of any such intellectual property rights in Party A, and/or perfecting the protections for any such intellectual property rights in Party A. The Parties agree that this Section shall survive any changes to, or rescission or termination of, this Agreement.

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

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

## 第二条 服务费

### **SERVICE FEES**

甲乙双方同意，作为本协议第一条第1款项下甲方向乙方提供的服务的对价，乙方应向甲方支付服务费，服务费的数额及支付方式详见本协议附件。该附件可根据双方商议并根据实施情况进行修改。

The Parties agree that in consideration of the services provided by Party A to Party B under Sub-section 1 above, Party B shall pay a service fee to Party A which shall be determined according to the provisions of Appendix of this Agreement. That Appendix may be amended according

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to the agreement of the Parties and the situation of the implementation thereof.

### 第三条 保密条款

#### CONFIDENTIALITY

- 1 为本协议之目的，秘密信息一词包括但不限于下列信息：本协议一方提供给另一方的技术的开发、设计、研究、生产、制造、维修有关的技术信息、资料、方案、图纸、数据、参数、标准、软件、电脑程序、网络设计资料；双方为本协议目的而签署的任何合同、协议、备忘录、附件、草案或记录（包括本协议）；以及本协议一方为本协议之目的而给予对方的在提供时说明应予保密的任何信息。一旦本协议终止，乙方应将载有保密信息的任何文件、资料或软件，按甲方要求归还甲方，或予以自行销毁，并从任何有关记忆装置中删除任何保密信息，并且不继续使用这些保密信息。

For the purpose of this Agreement, Confidential Information includes, but not limited to, the technical information, materials, program, drawing, data, parameter, standard, software, computer program, web design in connection with the development, design, research, produce and maintenance of technology disclosed by one Party to the other Party; any contracts, agreement, memo, annexes, draft or record (including this Agreement) entered into by the Parties for the purpose of this Agreement; and any information designated to be proprietary or confidential when it is disclosed by one Party to the other Party. Upon termination or expiration of this Agreement, Party B shall, return all and any documents, materials or software contained any of such Confidential Information to Party A or destroy it, delete all of such Confidential Information from memory devices, and cease to use them.

- 2 除非事先得到本协议另一方的书面同意，一方不得将秘密信息以任何方式泄露给任何第三方。

Neither Party shall disclose any Confidential Information to any third party in any way without the other Party's prior written consent.

- 3 协议双方仅可向必须知晓该信息的职员、代理人或顾问披露保密信息，该职员、代理人应至少按照本协议第 3 条相同的限制程度接受保密义务的约束。

The Parties may disclose Confidential Information solely to its employees, agents or consultant who must know such information, subject to such employees, agents or consultant being bound by

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confidentiality obligations at least as restrictive as this Section 3.

4 尽管有上述规定，保密信息不应包括以下信息：

Notwithstanding the foregoing, Confidential Information shall not be deemed to include the following information:

(1) 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); 或

is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); or

(2) 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；在此等情况下，接受保密信息的一方应及时通知另一方，并应采取合理及合法的措施减少披露的范围。

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, in which case the receiving Party will promptly notify the disclosing Party, and will take reasonable and lawful steps to minimize the extent of the disclosure.

5 协议一方违反本条款的规定，应当赔偿对方的损失。

Any Party breaching confidentiality obligations under this Section shall indemnify all losses of the other Party.

#### 第四条 违约责任

##### **DEFAULT LIABILITY**

1. 双方同意并确认，如任何一方(以下称“违约方”)违反本协议项下所作的任何一项约定，或未履行本协议项下的任何一项义务，即构成本协议项下的违约(以下称“违约”)，守约方有权要求违约方在合理期限内补正或采取补救措施。如违约方在合理期限内或在守约方书面通知违约方并提出补正要求后 30 天内仍未补正或采取补救措施的，则守约方有权自行决定(1) 终止本协议，并要求违约方给予全部的损害赔偿；或者(2) 要求强制履行违约方在本协议项下的义务，并要求违约方给予守约方因此而遭受的全部损害赔偿。

Parties agree and confirm that, if either Party (the “Defaulting Party”) is in breach of any provisions herein or fails to perform its obligations hereunder, such breach or failure shall constitute a default under this

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Agreement (the “Default”), which shall entitle the non-defaulting Party to request the Defaulting Party to rectify or remedy such Default with a reasonable period of time. If the Defaulting Party fails to rectify or remedy such Default within the reasonable period of time or within 30 days of non-defaulting Party’s written notice requesting for such rectification or remedy, then the non-defaulting Party shall be entitled to elect any one of the following remedial actions: (a) to terminate this Agreement and request the Defaulting Party to fully compensate its losses and damages; (b) to request the specific performance by the Defaulting Party of its obligations hereunder and request the Defaulting Party to fully compensate non-defaulting Party’s losses and damages.

2. 本协议当事人对违约方违约行为的弃权仅以书面形式作出方为有效。当事人未行使或迟延履行使其在本协议项下的任何权利或救济不构成该当事人的弃权；部分行使权利或救济亦不应阻碍其行使其他权利或救济。

No waiver of rights in respect of any default hereunder shall be valid unless it was made in writing. Any failure to exercise or delay in exercising any rights or remedy by any Party under this Agreement shall not be deemed as a waiver of such Party. Any partial exercise of any right or remedy shall not affect the exercise of any other rights and remedies.

3. 乙方应补偿甲方因提供服务而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。但如由于甲方故意或严重过失而引起的损失，则该等损失不在补偿之列。

Party B shall fully compensate Party A for its losses that are caused by or may be caused by Party A’s act of supplying service, including but not limited to any losses caused by legal suits, recovery, arbitration, claims and administrative investigation and penalties, with the exceptions of the losses caused by Party A’s intentional misconduct or gross negligence.

4. 本条规定的效力不受本协议终止或解除的影响。

The validity of this Section shall not be affect by the termination or rescission of this Agreement.

## 第五条 不可抗力

### **FORCE MAJEURE**

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1. 本协议项下不可抗力系指：地震、战争等无法预见、无法控制和无法避免的情况。

In this Agreement, "Force Majeure" will mean war, earthquake and other events which are unforeseen, inevitable and beyond the control of the Party.

2. 本协议当事人因受不可抗力的影响而不能继续履行本协议，应免于承担相应的责任，但应在不可抗力的影响消除后继续履行。

If the Force Majeure causes any one party to the Agreement the impossibility to further perform this Agreement, the Parties agree that the suffering party will waive any liability to the other party for any loss that result from any such Force Majeure, provided that the suffering party shall continue to perform this Agreement after the Force Majeure.

## 第六条 协议变更与终止

### AMENDMENT AND TERMINATION

1. 任何有关本协议的变更需经双方书面签署。否则，任何有关本协议的变更不得约束协议双方。

Any amendment of this Agreement shall come into force only after a written agreement is signed by both Parties. Otherwise any amendment to this Agreement shall not be binding on the Parties.

2. 本协议一方在协议约定的期限内没有履行协议，在另一方给予的不超过三十日的宽限期限内仍没有纠正或补救的，则协议另一方有权通知违约方解除协议，并要求其赔偿所有损失。解除通知自发出之日起生效。

If any Party fails to perform this Agreement within the period of time stipulated in this Agreement and refuses to rectify or remedy such default within 30 days of the other Party's written notice, then the other Party shall be entitled to terminate this Agreement upon notice and request such Party to fully compensate its losses and damages. The termination notice shall come into force upon the notice is sent.

3. 在本协议期限内，若甲乙任何一方进入清算程序（无论是否自愿），或被政府主管部门禁止营业，协议另一方有权在给予通知后要求解除本协议。解除通知自发出之日起生效。

During the term of this Agreement, if any Party enters into liquidation

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process (either voluntary or compulsory), or is prohibited to conduct business by the governmental authority, the other Party shall be entitled to terminate this Agreement after giving notice. The termination notice shall come into force upon the notice is sent.

4. 协议的变更及解除不影响当事人要求损害赔偿的权利。因变更或解除协议造成协议一方遭受损失的，除依法可以免除责任的以外，应由责任方负责赔偿。

The amendment and termination of this Agreement shall not affect the exercise of any other remedies under this Agreement. Except when it may be exempted from liability according to law, the Party that is held responsible shall compensate the other Party for all losses and damages thus caused by such amendment or termination.

## 第七条 协议的转让

### ASSIGNMENT

1. 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

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

2. 乙方在此同意，甲方可以在其需要时向其他第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

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

## 第八条 协议的分割性

### SEVERABILITY

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

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

## 第九条 法律适用和争议解决

### GOVERNING LAW AND DISPUTE RESOLUTION

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

The execution, effectiveness, interpretation, performance, amendment, termination and dispute resolution shall be governed by the law of the People's Republic of China.

2. 因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在深圳进行，使用之语言为中文。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 within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Shenzhen, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

3. 在适当情况下，仲裁庭或仲裁员可根据争议解决条款和/或适用的中国法律，就中国经营实体股权或资产作出补救措施裁定，包括限制业务开展、限制或禁止转让或出售股权或资产或提出对中国经营实体进行清盘。此外，在组成仲裁庭期间，各方有权向位于 (i) 开曼群岛（即上市母公司注册成立地点）；(ii) 有关中国经营实体注册成立地点（包括中国深圳市）；及 (iii) 上市母公司或有关中国经

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营实体主要资产所在地具有管辖权的法院申请就相关中国经营实体的股权或资产授出临时性救济措施。

In appropriate cases, pursuant to the dispute resolution provisions and /or PRC laws in force at that time, the arbitral tribunal or arbitrator may award remedies over the equity interests or assents of the PRC Operating Entities , including restrictions over the conduct of business, restrictions or prohibitions over transfer or disposal of the equity interests or assets or order the winding up of the PRC Operating Entities. In addition during the progress of arbitral tribunal setup ,the parties shall have the right to apply to the courts of (i) the Cayman Islands (being the place of listed company ); (ii) the place of incorporation of the relevant PRC Operating Entities (i.e. Shen Zhen ,PRC); (iii) the place(s) where the listed company or the relevant PRC Operating Entity's principal assets are located, which having jurisdiction, for interim remedies over the equity interests or assets of the relevant PRC Operating Entities.

## 第十条 附则

### MISCELLANEOUS

1. 本协议自双方签署盖章之日起生效。

This Agreement shall become effective upon and from the date on which it is signed by the authorized representative and seal of each Party.

2. 本协议未尽事宜由各方协商签订补充协议，补充协议是本协议的组成部分，具有与本协议同等的法律效力。

In the event that there is any insufficient provision under the Agreement, the Parties may sign supplemental agreement. The supplementary agreements shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

3. 本协议保密条款、争议解决条款、违约责任条款在本协议解除或中止之后仍然有效。

The clauses in connection with confidentiality obligations, disputes resolution and default responsibilities shall survive rescission or termination of this Agreement.

4. 本协议中任何条款之无效将不影响本协议中其他条款之有效性。

In the event that one or several of the provisions of this Agreement are

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found to be invalid, the validity of the remaining provisions of this Agreement shall not be affected.

5. 自本协议生效后，如果中国任何政府机构对中国任何法律、法规、法令或规定的条款作出修改，包括对现行法律、法规、法令或规定作出修正、补充或废止，或对现行法律、法规、法令或规定引用不同的解释或不同的实施办法(各称为“**修改**”)，或颁布新的法律、法规、法令或规定(各称为“**新规定**”)，或任何政府机构提出对本协议的履行可能造成影响的要求或意见时，应适用如下：

After this Agreement becomes effective, if any PRC governmental authority makes any change to any PRC laws, regulations, orders or rules, including making amendment, supplements or abolishment to any existing laws, regulations, orders or rules or employing additional interpretations, implementation (each a “**Change**”) or issuing new laws, regulations, orders or rules (each a “**New Rule**”), or if any governmental authority raises any requirement or comments that may affect the enforcement of this Agreement, parties shall:

- (a) 如果修改或新规定比截止本协议生效之日有效的有关法律、法规、法令或规定对甲方更为有利，则双方应及时向有关机构(如需要)申请获取这些修改或新规定的利益。双方应尽其最大努力促使该申请获得批准。

If the Change or the New Rule is more favorable to Party A than the laws, regulations, orders or rules effective as of the date of this Agreement, Parties shall timely apply to relevant government authority for such benefits (if needed). Parties shall use their best effort to procure the approval of the application.

- (b) 如果由于修改或新规定，甲方在本协议项下的利益直接或间接地受到严重和不利的影晌，经甲方通知乙方后，双方应基于诚实信用原则及时协商，对本协议的条款或履行方式作出一切必要的修改和调整，以尽最大可能实现双方在本协议项下的原有商业意图并维护甲方在本协议中的利益。

If any of Party A's interest under this Agreement is materially and adversely affected by the Change or the New Rule, upon notice by Party A to Party B, Parties shall consult with each other based on good faith and make any necessary amendment and adjustment so as to realize the business intents as contemplated by this Agreement and maintain the interest of Party A to the extent possible.

- (c) 如果由于任何政府机构提出的要求可能对本协议根据本协议的

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条款和条件予以履行产生实质不利影响,乙方应尽最大合理努力与相关政府机关予以沟通,以争取本协议能以其原本的条款条件予以履行,甲方应就该等沟通予以必要的协助。如果无法通过沟通,双方应基于诚实信用原则及时协商,对本协议的条款或履行方式作出一切必要的修改和合理的调整,以尽最大可能实现双方在本协议项下的原有商业意图并维护甲方在本协议中的利益。

If the requirement by any government authority will have material adverse impact on the performance of this Agreement according to the terms and conditions contained herein, Party B shall use its best effort to communicate with relevant government authority to effect the performance of this Agreement according to its original terms and conditions and Party A shall provide necessary assistant to such communication. If the issues cannot be settled through communication, Parties shall consult with each other based on good faith and make any necessary amendment and adjustment so as to realize the business intents as contemplated by this Agreement and maintain the interest of Party A to the extent possible.

7. 本协议采用中文、英文两种文本,中文文本与英文文本具有同等法律效力,中文文本与英文文本不一致的,以中文文本为准。本协议正本一式二份,双方各持一份,各份具有相同之效力。

This Agreement shall be signed in Chinese and English languages. Both English and Chinese versions shall bear the same legal effect. In the event of any inconsistency between the Chinese and English language, the Chinese version of this Agreement shall prevail. This Agreement shall have two counterparts, with each party holding one original. All counterparts shall be given the same legal effect.

[以下为签字页]

[THE SIGNATURE PAGE]

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set above.

兹此为证，双方有权代表于本协议文首所示日期签署本协议：

甲方： 深圳市指游方寸网络科技有限公司

Party A: Shenzhen Finger Fun Network Technology Co.,Ltd.



签字：

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

姓名： 高克颖

Name: Gao Keying

职务： 法定代表人

Title: Legal Representative

乙方： 深圳市云海情天文化传播有限公司

Party B: Shenzhen Yunhai Qingtian Cultural Broadcasting Co.,Ltd.



签字：

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

姓名： 曹爱国

Name: Cao Aiguo

职务： 法定代表人

Title: Legal Representative

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附件 关于技术服务费支付标准、方式的约定

**Appendix Provisions On The Payment Method And Rate Of Service Fees**

1. 甲、乙双方同意，作为本协议第 1 条第 1 款项下甲方向乙方提供的服务的对价，乙方应按下述规定向甲方支付服务费：

Party A and Party B agree that in consideration of the services provided by Party A to Party B pursuant to Article 1 of this Agreement, Party B shall pay the Service Fees to Party A according to the following provisions:

(1) 基本年费

Basic Annual Fees

乙方应每年向甲方支付其经审计的净利润额的 20%作为本协议项下服务的基本年费，该等基本年费由乙方在其每年财务审计完成后十五（15）个工作日内向甲方支付。

Party B shall pay a service fee at 20% of the party B'net revenue to Party A as the basic annual fee for the services provided by Party A under this Agreement. The basic annual fee shall be paid within 15 working days after annual audit report of the party B ..

(2) 浮动费用

Floating Fee

在上述(1)款所规定之基本年费之外，乙方应每年度根据服务提供的具体情况向甲方支付浮动服务费用。浮动费用应在乙方每年财务审计完成后 30 日内向甲方支付。每年度浮动费用的数额由双方考虑下述因素后商定：

In addition to the basic annual fee referred to paragraph (1) above, Party B shall pay, on a year basis, a floating service fee to Party A based on the actual situation of the services provided thereunder. The floating fee shall be paid within 30 working days after annual audit report of the party B. The amount of the floating fee for each year shall be determined by the Parties taking into account the following factors:

- A. 甲方为乙方提供该年度支持服务所动用的雇员人数及该等雇员的资历；

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The number of employees utilized by Party A for the provision of the services to Party B in the relevant year and their respective qualification;

- B. 甲方雇员提供该年度支持服务所花费的时间;

The number of hours spent by the employees of Party A for the services provided in the relevant year;

- C. 甲方为提供该年度支持服务所进行的各项投入;

Input and effort made by Party A for the services provided in the relevant year;

- D. 甲方所提供之该年度支持服务的具体内容及其价值;

The concrete subject matter and its value of the services provided by Party A in the relevant year;

- E. 乙方在该年度产生的净利润数额。

The amount of the net revenues generated by Party B in the relevant year.

(3) 其他

如果甲方向乙方转让技术或者受乙方委托进行软件或其他技术开发或者向乙方出租设备、资产，则技术转让费、委托开发费用或租金应由双方根据实际情况确定。

If Party A transfers technology to Party B or develops software or other technology as entrusted by Party B or leases equipments or properties to Party B, the technology transfer price, development fees or rent shall be determined by the Parties based on the actual situations.

3. 在每年度结束后 15 日内，乙方应要求甲方提供计算该年度的浮动费用所需的一切财务资料。如果甲乙双方对计算浮动费用之财务资料提出质疑，可委派信誉良好的独立会计师对有关资料进行审计。该审计应于正常营业时间进行，且不应影响乙方的正常业务，在此前提下乙方应予以配合。

Within 15 days from the end of each year, Party B shall request Party A to provide all financial information required for calculating the floating fee in respect of that year. In the event that either Party raises any challenge in respect of the financial information based on which the floating fee is calculated,

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such Party may send an independent audit firm with good reputation to conduct an audit on such information. Such audit shall be conducted in normal business hours and shall not affect Party B's normal business. Subject to the foregoing, Party B shall provide collaboration on such audit.

4. 如果甲方认为本附件第 1 条约定的费用数额不能适应客观情况变化而需要做出调整，乙方应在甲方提出调整费用的书面要求之日后七个工作日内积极并诚信地与甲方进行协商，以确定新的收费标准或机制。

If Party A thinks that the fee scale stipulated in paragraph 1 above does not fit in with the change to the objective circumstances and shall be adjusted, Party B shall, within seven (7) working days from the date on which Party A put forward its written request for the fee adjustment, actively and faithfully enter into consultation with Party A so as to formulate a new fee rate or fee mechanism.

5. 双方同意，上述服务费的支付原则上不应使任何一方当年经营发生困难，为上述目的，且在实现上述原则的限度内，甲方可以同意乙方迟延支付服务费，或调整本附件第 1 条下甲方应向乙方支付的服务费的具体金额。

The Parties agree that, the payment of the above service fees shall not, in principle, cause any difficulty to the operation of either Party in the relevant year. For the above purpose and to the extent necessary to realize the aforesaid principle, Party A may agree the delay by Party B in paying the service fees or the adjustment of the actual amount of the service fees payable by Party B under paragraph 1 of this Appendix.