

## **Exclusive Management and Technical Services Agreement**

The Exclusive Management and Technical Services Agreement (herein after referred to as the "Agreement") was signed by the following two Parties in Beijing, People's Republic of China (herein after referred to as "China") on November 15, 2013.

Party A: Xinnet Huatong Information Technology Co., Ltd.

Registration number: 110000410279267

Registered address: A2-503, F5, Building A, No. 1, Disheng West Road, Beijing Economic Development Zone, Beijing

Legal representative: CHEN Dan

Party B: Beijing Xinnet Technology Information Co., Ltd.

Registration number: 110000410276285

Registered address: Room 1206, Science and Technology Building, No. 5, Zhongguancun South Street, Haidian District, Beijing

Legal representative: CHEN Ming Fei

Whereas,

1. Party A is a wholly foreign-owned enterprise registered in China, whose business scope covers technology development, technology transfer, technical consulting and technical services related to computer software and hardware products, and database software products; computer software production; enterprise informatization software application service; information consulting (excluding projects required for administrative licensing); specialized contracting (computer network installation); computer network commissioning and maintenance; computer systems integration; sale of self-made products; wholesales and commission agency (excluding auction) of computer software and hardware and peripheral equipment. Party A's ultimate holding company is Sino-i Technology Limited ("Sino-i"), a Hong Kong registered company listed on the Stock Exchange of Hong Kong (Stock Code: 250).
2. Party B is a domestic company registered in China, engaged in technical service, design, manufacturing, agency and other services under the approval of the relevant departments of the Chinese government.
3. Party B hereby appoints Party A to provide the Service (as defined below) to the Party B during the term of this Agreement (as defined below). Party A agrees to provide the Service in accordance with the terms and conditions of the Agreement.

Both Parties through consultation hereby agree upon the following terms and conditions concerning the provision of the Service:

## **1. Definition**

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

- a) Loan Agreement: shall refer to the "Loan Agreement" (Annex 1) signed by the ultimate shareholders of Party A and Party B on the same date on which this Agreement was signed.
- b) Subscription Rights Agreement: shall refer to the "Exclusive Subscription Rights Agreement" (Annex 2) signed by both Parties at Beijing CE Huatong Information Technology Co., Ltd. on the same date on which this Agreement was signed.
- c) Equity Pledge Agreement: shall refer to the "Equity Pledge Agreement" (Annex 3) signed by both Parties at Beijing CE Huatong Information Technology Co., Ltd. on the same date on which this Agreement was signed.
- d) The Letter of Authorization: shall refer to the irrevocable Letter of Authorization (Annex 4) provided by Beijing CE Huatong Information Technology Co., Ltd. to Party A on the same date on which this Agreement was signed.
- e) The Service: shall refer to the exclusive service provided by Party A to Party B (as detailed in Article 2).
- f) The Fee: shall refer to the fees to be paid by Party B to Party A for the services provided by Party A to Party B (as detailed in Article 3).
- g) Term of the Agreement: shall refer to the term starting from the effective date of the Agreement till the date on which Party A notifies Party B in writing to discontinue providing the Service.

## **2. The Service**

2.1 Party A agrees to provide the following exclusive services to Party B during the term of the Agreement:

- a) Provide advices on establishing internal departments and work processes;
  - b) Provide supports in internal controls and compliance procedures;
  - c) Provide advices on administrative, human resources and financial management, as well as the related technical support;
  - d) Provide technical support and services in sale and marketing;
  - e) Provide technical support in corporate governance and business management;
  - f) Provide technical support and services in research and development;

- g) Provide technical support and services in customer service;
  - h) Provide technical and services in business related technologies;
- and
- i) Provide technical support and advice in internal policies and regulations, and the development of long-term corporate governance structure.

2.2 Unless Party A exercises its discretion to terminate the Service provided to Party B, or Party A goes into liquidation, or Party A is ordered by the Chinese government, regulatory authorities or courts to stop operating, or the business license of Party A is canceled, or Party A committed gross negligence or fraud against Party B, Party B cannot take the initiative to cancel or terminate, or claim to cancel or terminate either the service provided by Party A or the Agreement, or sign any Agreement, agreement or deed, directly or indirectly, with any third Parties to provide Party B with services similar to the service provided by Party A.

### 3. The Expenses

- 3.1 Both Parties of the agreement agree that the fees are calculated annually (from January 1 to December 31; the first year starts from the effective date of this Agreement and ends on December 31, 2013) on the basis of the total net profits displayed on the audited financial statements of Party B (adjusted in line with the Hong Kong Financial Reporting Standard).
- 3.2 Party B shall make the payment to Party A or its designated person/company within 30 days after the submission of the audited financial statements or on any other dates fixed by both Parties. For the avoidance of doubt, in the case that no net profit is seen on the audited financial statements of Party B, the annually calculated fee may be waived.
- 3.3 Any taxes generated from Party A charging the fee shall be handled by Party A on their own.

### 4. Intellectual Property Rights and Confidentiality Provisions

- 4.1 Any rights, ownership, interests or intellectual property rights produced or created from the service, include, but are not limited to, copyrights, patents, patent applications, software, technical secrets, trade secrets and other related rights and interests, belong to the Party. At the request of Party A, Party B shall execute all appropriate documents, take all appropriate actions, submit all documents and/or applications, render all appropriate assistance and 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.

4.2 The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without 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.

4.3 The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

## **5. Representations and Warranties**

5.1 Party A hereby represents and warrants as follows:

- a) Party A is a wholly owned foreign enterprise legally registered and validly existing in accordance with the laws of China.
- b) Party A has taken all necessary corporate actions, obtained all necessary authorization and the consent and approval from third Parties and government agencies (if any) for the execution, delivery and performance of this Agreement.
- c) Party A's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation binding on Party A.
- d) This Agreement constitutes Party A's legal, valid and binding obligations, enforceable in accordance with its terms.

5.2 Party B hereby represents and warrants as follows:

- a) Party B is a company legally registered and validly existing in accordance with the laws of China and has obtained the relevant permit and license for engaging in the Principal Business in a timely manner;
- b) Party B has taken all necessary corporate actions, obtained all necessary authorization and the consent and approval from third Parties and government agencies (if any) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation binding on Party A.
- c) This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it.

## 6. Effectiveness and Term

This Agreement is executed on the date first above written and shall take effect as of such date; nevertheless, the Agreement must be signed together with the Loan Agreement, the Equity Pledge Agreement, the Subscription Rights Agreement and the Letter of Authorization. Unless earlier terminated in accordance with the provisions of this Agreement or upon request of Party A in writing to terminate the Agreement, the Agreement shall remain in effect for an indefinite period of time.

## 7. Termination

- 7.1 During the term of this Agreement, Party A shall have the right to terminate this Agreement upon giving 30 days' prior written notice to Party B at any time.
- 7.2 The rights and obligations of the Parties under Articles 4 and 8 shall survive the termination of this Agreement.

## 8. Governing Law and Resolution of Disputes

- 8.1 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.
- 8.2 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 Beijing Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

- 8.3 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.

## 9. Notices

- 9.1 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 email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
- a) Notices given by personal delivery or by courier service shall be deemed effectively given on the second working day after the date of delivery.
    - b) 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).
    - c) Notices given by registered mail shall be deemed effectively given on the third working day after the date of delivery.

9.2 The addresses and contact information of the Parties are as follows:

Party A:

Address: A2-503, F5, Building A, No. 1, Disheng West Road, Beijing Economic Development Zone, Beijing

Tel: 10-87127000

Fax:

Party B:

Address: Room 1206, Science and Technology Building, No. 5, Zhongguancun South Street, Haidian District, Beijing  
Tel: 10-87128888  
Fax:

9.3 Any Party may at any time change its address, telephone or fax for notices by a notice delivered to the other Party.

## 10. Assignment

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

10.2 Party B agrees and acknowledges 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.

## 11. Severability

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.

## 12. Amendments and Supplements

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

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## 13. Language and Counterparts

This Agreement is written in both Chinese and English language in two copies, each Party having one copy with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

Annex 1

“Loan Agreement”

Annex 2

“Exclusive Subscription Rights Agreement”

Annex 3

“Equity Pledge Agreement”

Annex 4

“Letter of Authorization”

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Xinnet Huatong Information Technology Co., Ltd. (stamp)

Authorized Signature (signature): CHEN Dan

Beijing Xinnet Technology Information Co., Ltd. (stamp)

Authorized Representative (signature):