

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 21, 2018**

FingerMotion, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

333-196503

(Commission File Number)

46-4600326

(IRS Employer
Identification No.)

Unit 912, 9/F.,
Two Harbourfront, 22 Tak Fung Street,
Hunghom, Kowloon, Hong Kong
(Address of Principal Executive Offices)

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Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K and, in particular, the description of our Business set forth in Item 1 and our Management’s Discussion and Analysis of Financial Condition and Results of Operations set forth in Item 7, contain or incorporate forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “**Securities Act**”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), including statements regarding, among other things, our:

- (a) ability to pay our outstanding debt;
- (b) projected revenues and profitability;
- (b) future financing plans;
- (c) ability to implement our business and growth strategies;
- (d) ability to effectively compete with our competitors;
- (d) anticipated needs for working capital; and
- (e) liquidity.

Forward-looking statements, which involve assumptions and describe our future plans, strategies and expectations are generally identifiable by the use of forward-looking terminology, such as: “may,” “will,” “should,” “expect,” “anticipate,” “estimate,” “believe,” “intend” or “project” or the negative of these words or other variations on these words or comparable terminology, or by discussions of strategy that involve risks and uncertainties. Various important risks and uncertainties may cause our actual results, performance or achievements to differ materially from the results, performance or achievements, expressed or implied, indicated by these forward-looking statements. In addition, the forward-looking statements contained herein represent our estimate only as of the date of this filing and should not be relied upon as representing our estimate as of any subsequent date. While we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so to reflect actual results, changes in assumptions or changes in other factors affecting such forward-looking statements.

Use of Certain Defined Terms

Except where the context otherwise requires and for the purposes of this report only:

- the “Company,” “we,” “us,” and “our” refer to the combined business of (i) FingerMotion, Inc., a Delaware corporation, (ii) Finger Motion (CN) Global Limited, a Samoa limited company and wholly-owned subsidiary of FingerMotion, Inc., (iii) Finger Motion (CN) Limited (Hong Kong), a Hong Kong limited company and wholly-owned subsidiary of Finger Motion (CN) Global Limited. (iv) Shanghai JiuGe Management Co., Ltd., or “JiuGe Management,” a Chinese limited company and wholly-owned subsidiary of Finger Motion (CN) Limited (v) Shanghai JiuGe Technology Co., Ltd., or “JiuGe Technology,” a Chinese limited company which is effectively and substantially controlled by Shanghai Management through a series of captive agreements, as the case may be;
 - “Exchange Act” refers to the Securities Exchange Act of 1934, as amended;
 - “Hong Kong” refers to the Hong Kong Special Administrative Region of the People’s Republic of China;
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- “PRC,” “China,” and “Chinese,” refer to the People’s Republic of China (excluding Hong Kong and Taiwan);
- “Renminbi” and “RMB” refer to the legal currency of China;
- “Securities Act” refers to the Securities Act of 1933, as amended; and
- “U.S. dollars,” “dollars” and “\$” refer to the legal currency of the United States.

In this current report we are relying on and we refer to information and statistics regarding the mobile data industry and economy in China and that we have obtained from various cited government and institute research publications. Much of this information is publicly available for free and has not been specifically prepared for us for use or incorporation in this current report on Form 8-K or otherwise. We have not independently verified such information, and you should not unduly rely upon it.

Item 1.01 Entry Into a Material Definitive Agreement

VIE Agreements

On 16 October, 2018, we entered into a series of agreements known as variable interest agreements (the “VIE Agreements”) pursuant to which JiuGe Technology became JiuGe Management’s contractually controlled affiliate. The use of VIE agreements is a common structure used to acquire PRC corporations, particularly in certain industries in which foreign investment is restricted or forbidden by the PRC government. The VIE Agreements included:

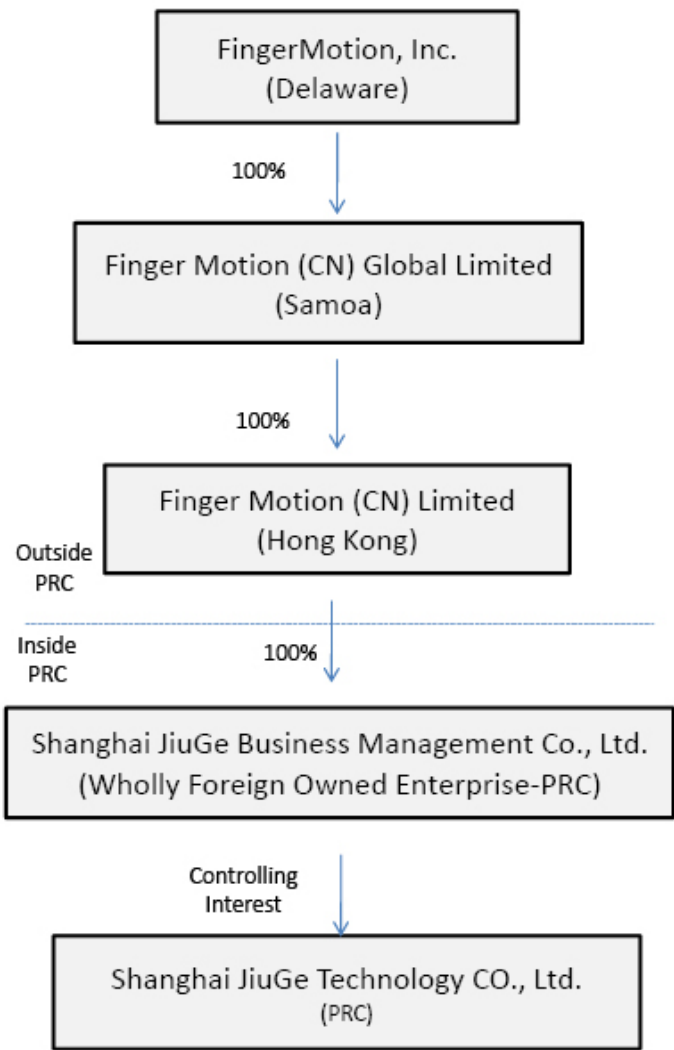
- (1) A Consulting Services Agreement through which JiuGe Management is mainly engaged in data marketing, technical services, technical consulting and business consultancy to JiuGe Technology;
- (2) a Loan Agreement through which JiuGe Management grants a loan to JiuGe Technology for the purpose of capital contribution;
- (3) a Power of Attorney Agreement under which the owners of JiuGe Technology have vested their collective voting control over JiuGe Technology to JiuGe Management and will only transfer their equity interests in JiuGe Technology to JiuGe Management or its designee(s);
- (4) a Call Option Agreement under which the owners of JiuGe Technology have granted to JiuGe Management the irrevocable and unconditional right and option to acquire all of their equity interests in JiuGe Technology or transfer these rights to a third party; and
- (5) an Share Pledge Agreement under which the owners of JiuGe Technology have pledged all of their rights, titles and interests in JiuGe Technology to JiuGe Management to guarantee JiuGe Technology’s performance of its obligations under the Consulting Services Agreement.

The foregoing description of the terms of the Consulting Services Agreement, the Loan Agreement, the Power of Attorney Agreement, the Call Option Agreement and the Share Pledge Agreement is qualified in its entirety by reference to the provisions of the agreements filed as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5 to this report, respectively, which are incorporated by reference herein.

We note that the VIE Agreements were originally executed and delivered on 16 Oct, 2018, by the Company’s Chief Executive Officer as an agent of the Company, in order to secure the contractual commitments of the other parties. Upon Mr. Wong’s determination that the VIE structure and agreements were final, and not likely to be further amended, he assigned such agreement to the Company for a nominal fee.

Our New Corporate Structure

All of our business operations are conducted through our Hong Kong and Chinese subsidiaries and controlled affiliate. The chart below presents our corporate structure:



Mobile Data Agreements

JiuGe Technology has also secured contracts with China Unicom and China Mobile to distribute mobile data for businesses and corporations in 9 provinces/municipalities, namely Chengdu, Jiangxi, Jiangsu, Chongqing, Shanghai, Zhuhai, Zhejiang, Shaanxi and Inner Mongolia.

JiuGe Technology secured an agreement with China Unicom to offer mobile payment and recharge services to all its subscribers in China.

Additionally, in October, China Unicom and China Mobile awarded JiuGe Technology with contracts that established partnerships for data analysis, that could unlock potential value-added services.

Mobile Payment and Recharge Agreement	
Party A	中国联通在线信息科技股份有限公司 ("Unicom Online Information Technology Co., Ltd.")
Party B	上海九格信息科技有限公司 ("Shanghai JiuGe Information Technology Co., Ltd.")
Dated	June 2018
Expiry	31 May 2019.
Contract No.	KD22-0101-2018-000592
Where	<div><div>-</div><div>Party A provides China Unicom direct mobile payment and recharge APIs and SDK for Party B to integrate.</div></div> <div><div>-</div><div>Party B provides Mobile payment and Recharge system platform that integrate with China Unicom APIs, to enable seamless direct payment and recharge services for subscribers and businesses nationwide.</div></div> <div><div>-</div><div>Party B will be collecting all payments on behalf of Party A, and perform reconciliation and settlement with Party A monthly.</div></div>
Terms	<div><div>-</div><div>Party A will be settling or paying commission of 0.5% on total payment and recharge face value (listing price) to Party B.</div></div> <div><div></div><div>Party B shall not give any discounts more than 0.4% on face value (listing price).</div></div> <div><div>-</div><div>Party A ensures payment and recharge process to be completed within 10 minutes and success rates of 98% and above.</div></div> <div><div>-</div><div>Party B shall ensure the system to deliver subscribers' data in secured and completeness during the payment and recharge process.</div></div> <div><div>-</div><div>Party B shall provide consumer call center to attend any complaints and inquiries.</div></div> <div><div>-</div><div>Party A will be making payment on commission within 15 working days upon receiving invoice document from Party B. For extraordinary cases, it may be extended to 30 working days.</div></div>

OUR BUSINESS

With the entry into the material agreements described herein, we have expanded our business model and plans.

Overview

Property Management Corporation of America (the “Company,” “we,” “us,” “our” and “PMCA”) was incorporated in Delaware on January 23, 2014. Our principal executive office is located at Unit A, 19/F, Times Media Centre, 133 Wan Chai Road, Wan Chai, Hong Kong. Our main telephone number is (+852 2780 0607). .

On June 21, 2017, the Company filed Articles of Amendment to its Amended Articles of Incorporation with the Secretary of State of the State of Delaware effecting a 1 for 4 reverse stock split of the Company’s common stock and increase in the authorized shares of common stock to 200,000,000 and a name change of the Company from Property Management Corporation of America to Finger Motion, Inc. (the “Corporate Actions”). The Corporate Actions and the Amended Articles became effective on June 21, 2017.

Effective July 13, 2017 (the “Closing Date”), the Company entered into that certain Share Exchange Agreement (the “Share Exchange Agreement”) by and among the Company, Finger Motion Company Limited, a Hong Kong corporation (“FMCL”) and certain shareholders of FMCL (the “FMCL Shareholders”). Pursuant to the Share Exchange Agreement, the Company agreed to exchange the outstanding equity stock of FMCL held by the FMCL Shareholders for shares of common stock of the Company. At the Closing Date, the Company issued approximately 12,000,000 shares of common stock to the FMCL shareholders. In addition, the Company issued 600,000 shares to consultants in connection with the transactions contemplated by the Share Exchange Agreement, and up to 2,562,500 additional shares to accredited investors.

As a result of the Share Exchange Agreement and the other transactions contemplated thereunder, FMCL became a wholly owned subsidiary of the Company. FMCL, a Hong Kong corporation, was formed in April 6, 2016. The Company is an information technology company which specialize in operating and publishing mobile games.

Our Video Game Division

The Video Game industry covers multiple sectors and is currently experiencing a move away from physical games towards digital software. Advances in technology and streaming now allow users to download games rather than visiting retailers. Video game publishers are expanding their direct to consumer channels with mobile gaming the current growth leader, and eSports and virtual reality gaining momentum as the next big sectors.

FMCL had secured a strategic alliance with Games Development Studio in China to design and develop games for the Company. To date, we have 3 games licenses and more to be ready within the year. Our licenses cover worldwide distribution rights (except China). The two current game genres are Action Role Playing Games (“ARPG”) and the other is Simulated Life Game (SLG).

In June 2018, FMCL temporarily paused its publishing and operating plans for existing games other projects. The Board decided to re-focus the company’s resources in to the new business opportunities in China, particularly the mobile data business.

Our Mobile Data Business

In first half of 2018, JiuGe Technology secured contracts with China Unicom and China Mobile to distribute mobile data for businesses and corporations in 9 provinces/municipalities, namely Chengdu, Jiangxi, Jiangsu, Chongqing, Shanghai, Zhuhai, Zhejiang, Shaanxi and Inner Mongolia.

In September, JiuGe Technology launched commercialized mobile payment and recharge services to businesses for China Unicom. The JiuGe Technology mobile payment and recharge platform enables the seamless delivery of real-time payment and recharge services to third-party channels and businesses.

In October, China Unicom and China Mobile awarded JiuGe Technology with contracts that established partnerships for data analysis, that could unlock potential value-added services.

Government Regulation

Our business activities currently are not currently subject to specific government regulations other than those that are also routinely imposed on corporate businesses. Further, we do not anticipate any detrimental regulations specific to our business activities in the future.

Intellectual Property

We do not hold any patents, trademarks or other registered intellectual property on services or processes relating to our business. We do not consider the grant of patents, trademarks or other registered intellectual property essential to the success of our business.

Seasonality

We do not have a seasonal business cycle.

Environmental Matters

In our operations, we do not store, handle, emit, transport or discharge hazardous materials or waste products. Accordingly, we do not anticipate current or future environment matters will affect our business.

Employees

As of December 1st, 2018, we have employed 2 executive officers and 5 employees on a full-time basis. We currently use independent contract labor to deliver services to our clients. No employees or contractors are covered by collective bargaining agreements. We consider relations with our employees and contractors to be good.

RISK FACTORS

In addition to the risks described in our Annual Report on Form 10-K for the year ended February 28, 2018, our new business model involves additional risks, including risks related to our VIE structure and risks of doing business in China

RISKS RELATING TO THE VIE AGREEMENTS

The PRC government may determine that the VIE Agreements are not in compliance with applicable PRC laws, rules and regulations

JiuGe Management manages and operates the mobile data business through JiuGe Technology pursuant to the rights its holds under the VIE Agreements. Almost all economic benefits and risks arising from JiuGe Technology's operations are transferred to JiuGe Management under these agreements. Details of the VIE Agreements are set out in "Entry Into a Material Definitive Agreement – VIE Agreements" above.

There are risks involved with the operation of our business in reliance on the VIE Agreements, including the risk that the VIE Agreements may be determined by PRC regulators or courts to be unenforceable. Our PRC counsel has provided a legal opinion that the VIE Agreements are binding and enforceable under PRC law, but has further advised that if the VIE Agreements were for any reason determined to be in breach of any existing or future PRC laws or regulations, the relevant regulatory authorities would have broad discretion in dealing with such breach, including:

- imposing economic penalties;
- discontinuing or restricting the operations of JiuGe Technology or JiuGe Management;
- imposing conditions or requirements in respect of the VIE Agreements with which JiuGe Technology or JiuGe Management may not be able to comply;
- requiring our company to restructure the relevant ownership structure or operations;
- taking other regulatory or enforcement actions that could adversely affect our company's business; and
- revoking the business licenses and/or the licenses or certificates of JiuGe Management, and/or voiding the VIE Agreements.

Any of these actions could adversely affect our ability to manage, operate and gain the financial benefits of JiuGe Technology, which would have a material adverse impact on our business, financial condition and results of operations.

Our ability to manage and operate JiuGe Technology under the VIE Agreements may not be as effective as direct ownership

We conduct mobile data business in the PRC and generate virtually all of our revenues through the VIE Agreements. Our plans for future growth are based substantially on growing the operations of JiuGe Technology. However, the VIE Agreements may not be as effective in providing us with control over JiuGe Technology as direct ownership. Under the current VIE arrangements, as a legal matter, if JiuGe Technology fails to perform its obligations under these contractual arrangements, we may have to (i) incur substantial costs and resources to enforce such arrangements, and (ii) rely on legal remedies under PRC law, which we cannot be sure would be effective. Therefore, if we are unable to effectively control JiuGe Technology, it may have an adverse effect on our ability to achieve our business objectives and grow our revenues.

As the VIE Agreements are governed by PRC law, we would be required to rely on PRC law to enforce our rights and remedies under them; PRC law may not provide us with the same rights and remedies as are available in contractual disputes governed by the law of other jurisdictions.

The VIE Agreements are governed by the PRC law and provide for the resolution of disputes through arbitral proceedings pursuant to PRC law. If JiuGe Technology or its shareholders fail to perform the obligations under the VIE Agreements, we would be required to resort to legal remedies available under PRC law, including seeking specific performance or injunctive relief, or claiming damages. We cannot be sure that such remedies would provide us with effective means of causing JiuGe Technology to meet its obligations, or recovering any losses or damages as a result of non-performance. Further, the legal environment in China is not as developed as in other jurisdictions. Uncertainties in the application of various laws, rules, regulations or policies in PRC legal system could limit our liability to enforce the VIE Agreements and protect our interests.

The payment arrangement under the VIE Agreements may be challenged by the PRC tax authorities

We generate our revenues through the payments we receive pursuant to the VIE Agreements. We could face adverse tax consequences if the PRC tax authorities determine that the VIE Agreements were not entered into based on arm's length negotiations. For example, PRC tax authorities may adjust our income and expenses for PRC tax purposes which could result in our being subject to higher tax liability, or cause other adverse financial consequences.

Our Shareholders have potential conflicts of interest with our company which may adversely affect our business

Li Li is our senior vice president, and is also the shareholder of JiuGe Technology. There could be conflicts that arise from time to time between our interests and the interests of Ms. Li. There could also be conflicts that arise between us and JiuGe Technology that would require our shareholders and JiuGe Technology's shareholders to vote on corporate actions necessary to resolve the conflict. There can be no assurance in any such circumstances that Ms. Li will vote her shares in our best interest or otherwise act in the best interests of our company. If Ms. Li fails to act in our best interests, our operating performance and future growth could be adversely affected.

We rely on the approval certificates and business license held by JiuGe Management and any deterioration of the relationship between JiuGe Management and JiuGe Technology could materially and adversely affect our business operations

We operate our mobile data business in China on the basis of the approval certificates, business license and other requisite licenses held by JiuGe Management and JiuGe Technology. There is no assurance that JiuGe Management and JiuGe Technology will be able to renew their licenses or certificates when their terms expire with substantially similar terms as the ones they currently hold.

Further, our relationship with JiuGe Technology is governed by the VIE Agreements that are intended to provide us with effective control over the business operations of JiuGe Technology. However, the VIE Agreements may not be effective in providing control over the application for and maintenance of the licenses required for our business operations. JiuGe Technology could violate the VIE Agreements, go bankrupt, suffer from difficulties in its business or otherwise become unable to perform its obligations under the VIE Agreements and, as a result, our operations, reputations and business could be severely harmed.

If JiuGe Management exercises the purchase option it holds over JiuGe Technology's share capital pursuant to the VIE Agreements, the payment of the purchase price could materially and adversely affect our financial position

Under the VIE Agreements, JiuGe Technology's shareholders have granted JiuGe Management an option for the maximum period of time permitted by law to purchase all of the equity interest in JiuGe Technology at a price equal to RMB one dollar or the lowest applicable price allowable by PRC laws and regulations. As JiuGe Technology is already our contractually controlled affiliate, JiuGe Management's exercising of the option would not bring immediate benefits to our company, and payment of the purchase prices could adversely affect our financial position.

RISKS RELATED TO DOING BUSINESS IN CHINA

Changes in China's political or economic situation could harm us and our operating results.

Economic reforms adopted by the Chinese government have had a positive effect on the economic development of the country, but the government could change these economic reforms or any of the legal systems at any time. This could either benefit or damage our operations and profitability. Some of the things that could have this effect are:

- Level of government involvement in the economy;
- Control of foreign exchange;
- Methods of allocating resources;
- Balance of payments position;
- International trade restrictions; and
- International conflict.

The Chinese economy differs from the economies of most countries belonging to the Organization for Economic Cooperation and Development, or OECD, in many ways. For example, state-owned enterprises still constitute a large portion of the Chinese economy and weak corporate governance and a lack of flexible currency exchange policy still prevail in China. As a result of these differences, we may not develop in the same way or at the same rate as might be expected if the Chinese economy was similar to those of the OECD member countries.

Uncertainties with respect to the PRC legal system could limit the legal protections available to you and us.

We conduct substantially all of our business through our operating subsidiary and affiliate in the PRC. Our principal operating subsidiary and affiliate, JiuGe Management and JiuGe Technology, are subject to laws and regulations applicable to foreign investments in China and, in particular, laws applicable to foreign-invested enterprises. The PRC legal system is based on written statutes, and prior court decisions may be cited for reference but have limited precedential value. Since 1979, a series of new PRC laws and regulations have significantly enhanced the protections afforded to various forms of foreign investments in China. However, since the PRC legal system continues to evolve rapidly, the interpretations of many laws, regulations and rules are not always uniform and enforcement of these laws, regulations and rules involves uncertainties, which may limit legal protections available to you and us. In addition, any litigation in China may be protracted and result in substantial costs and diversion of resources and management attention. In addition, most of our executive officers and all of our directors are not residents of the United States, and substantially all the assets of these persons are located outside the United States. As a result, it could be difficult for investors to effect service of process in the United States or to enforce a judgment obtained in the United States against our Chinese operations, subsidiary and affiliate.

You may have difficulty enforcing judgments against us.

We are a Delaware holding company, but Finger Motion (CN) Limited is a Hong Kong company, and our principal operating affiliate and subsidiary, JiuGe Technology and JiuGe Management, are located in the PRC. Most of our assets are located outside the United States and most of our current operations are conducted in the PRC. In addition, most of our directors and officers are nationals and residents of countries other than the United States. A substantial portion of the assets of these persons is located outside the United States. As a result, it may be difficult for you to effect service of process within the United States upon these persons. It may also be difficult for you to enforce in U.S. courts judgments predicated on the civil liability provisions of the U.S. federal securities laws against us and our officers and directors, most of whom are not residents in the United States and the substantial majority of whose assets are located outside the United States. In addition, there is uncertainty as to whether the courts of the PRC would recognize or enforce judgments of U.S. courts. The recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. Courts in China may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based on treaties between China and the country where the judgment is made or on reciprocity between jurisdictions. China does not have any treaties or other arrangements that provide for the reciprocal recognition and enforcement of foreign judgments with the United States. In addition, according to the PRC Civil Procedures Law, courts in the PRC will not enforce a foreign judgment against us or our directors and officers if they decide that the judgment violates basic principles of PRC law or national sovereignty, security or the public interest. So it is uncertain whether a PRC court would enforce a judgment rendered by a court in the United States.

The PRC government exerts substantial influence over the manner in which we must conduct our business activities.

The PRC government has exercised and continues to exercise substantial control over virtually every sector of the Chinese economy through regulation and state ownership. Our ability to operate in China may be harmed by changes in its laws and regulations, including those relating to taxation, import and export tariffs, environmental regulations, land use rights, property and other matters. We believe that our operations in China are in material compliance with all applicable legal and regulatory requirements. However, the central or local governments of the jurisdictions in which we operate may impose new, stricter regulations or interpretations of existing regulations that would require additional expenditures and efforts on our part to ensure our compliance with such regulations or interpretations.

Accordingly, government actions in the future, including any decision not to continue to support recent economic reforms and to return to a more centrally planned economy or regional or local variations in the implementation of economic policies, could have a significant effect on economic conditions in China or particular regions thereof and could require us to divest ourselves of any interest we then hold in Chinese properties or joint ventures.

Future inflation in China may inhibit our ability to conduct business in China.

In recent years, the Chinese economy has experienced periods of rapid expansion and highly fluctuating rates of inflation. During the past ten years, the rate of inflation in China has been as high as 20.7% and as low as -2.2%. These factors have led to the adoption by the Chinese government, from time to time, of various corrective measures designed to restrict the availability of credit or regulate growth and contain inflation. High inflation may in the future cause the Chinese government to impose controls on credit and/or prices, or to take other action, which could inhibit economic activity in China, and thereby harm the market for our products and our company.

Restrictions on currency exchange may limit our ability to receive and use our revenues effectively.

The majority of our revenues will be settled in RMB, and any future restrictions on currency exchanges may limit our ability to use revenue generated in RMB to fund any future business activities outside China or to make dividend or other payments in U.S. dollars. Although the Chinese government introduced regulations in 1996 to allow greater convertibility of the RMB for current account transactions, significant restrictions still remain, including primarily the restriction that foreign-invested enterprises may only buy, sell or remit foreign currencies after providing valid commercial documents, at those banks in China authorized to conduct foreign exchange business. In addition, conversion of RMB for capital account items, including direct investment and loans, is subject to governmental approval in China, and companies are required to open and maintain separate foreign exchange accounts for capital account items. We cannot be certain that the Chinese regulatory authorities will not impose more stringent restrictions on the convertibility of the RMB.

Fluctuations in exchange rates could adversely affect our business and the value of our securities.

The value of our common stock will be indirectly affected by the foreign exchange rate between U.S. dollars and RMB and between those currencies and other currencies in which our sales may be denominated. Appreciation or depreciation in the value of the RMB relative to the U.S. dollar would affect our financial results reported in U.S. dollar terms without giving effect to any underlying change in our business or results of operations. Fluctuations in the exchange rate will also affect the relative value of any dividend we issue that will be exchanged into U.S. dollars as well as earnings from, and the value of, any U.S. dollar-denominated investments we make in the future.

Since July 2005, the RMB is no longer pegged to the U.S. dollar. Although the People's Bank of China regularly intervenes in the foreign exchange market to prevent significant short-term fluctuations in the exchange rate, the RMB may appreciate or depreciate significantly in value against the U.S. dollar in the medium to long term. Moreover, it is possible that in the future PRC authorities may lift restrictions on fluctuations in the RMB exchange rate and lessen intervention in the foreign exchange market.

Very limited hedging transactions are available in China to reduce our exposure to exchange rate fluctuations. To date, we have not entered into any hedging transactions. While we may enter into hedging transactions in the future, the availability and effectiveness of these transactions may be limited, and we may not be able to successfully hedge our exposure at all. In addition, our foreign currency exchange losses may be magnified by PRC exchange control regulations that restrict our ability to convert RMB into foreign currencies.

Restrictions under PRC law on our PRC subsidiary's ability to make dividends and other distributions could materially and adversely affect our ability to grow, make investments or acquisitions that could benefit our business, pay dividends to you, and otherwise fund and conduct our businesses.

Substantially all of our revenues are earned by JiuGe Management, our PRC subsidiary. PRC regulations restrict the ability of our PRC subsidiary to make dividends and other payments to its offshore parent company. PRC legal restrictions permit payments of dividend by our PRC subsidiary only out of its accumulated after-tax profits, if any, determined in accordance with PRC accounting standards and regulations. Our PRC subsidiary is also required under PRC laws and regulations to allocate at least 10% of our annual after-tax profits determined in accordance with PRC GAAP to a statutory general reserve fund until the amounts in said fund reaches 50% of our registered capital. Allocations to these statutory reserve funds can only be used for specific purposes and are not transferable to us in the form of loans, advances or cash dividends. Any limitations on the ability of our PRC subsidiary to transfer funds to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends and otherwise fund and conduct our business.

Failure to comply with PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident shareholders to personal liability, limit our ability to acquire PRC companies or to inject capital into our PRC subsidiary or affiliate, limit our PRC subsidiary's and affiliate's ability to distribute profits to us or otherwise materially adversely affect us.

In October 2005, SAFE, issued the Notice on Relevant Issues in the Foreign Exchange Control over Financing and Return Investment Through Special Purpose Companies by Residents Inside China, generally referred to as Circular 75, which required PRC residents to register with the competent local SAFE branch before establishing or acquiring control over an offshore special purpose company, or SPV, for the purpose of engaging in an equity financing outside of China on the strength of domestic PRC assets originally held by those residents. Internal implementing guidelines issued by SAFE, which became public in June 2007 (known as Notice 106), expanded the reach of Circular 75 by (1) purporting to cover the establishment or acquisition of control by PRC residents of offshore entities which merely acquire "control" over domestic companies or assets, even in the absence of legal ownership; (2) adding requirements relating to the source of the PRC resident's funds used to establish or acquire the offshore entity; covering the use of existing offshore entities for offshore financings; (3) purporting to cover situations in which an offshore SPV establishes a new subsidiary in China or acquires an unrelated company or unrelated assets in China; and (4) making the domestic affiliate of the SPV responsible for the accuracy of certain documents which must be filed in connection with any such registration, notably, the business plan which describes the overseas financing and the use of proceeds. Amendments to registrations made under Circular 75 are required in connection with any increase or decrease of capital, transfer of shares, mergers and acquisitions, equity investment or creation of any security interest in any assets located in China to guarantee offshore obligations, and Notice 106 makes the offshore SPV jointly responsible for these filings. In the case of an SPV which was established, and which acquired a related domestic company or assets, before the implementation date of Circular 75, a retroactive SAFE registration was required to have been completed before March 31, 2006; this date was subsequently extended indefinitely by Notice 106, which also required that the registrant establish that all foreign exchange transactions undertaken by the SPV and its affiliates were in compliance with applicable laws and regulations. Failure to comply with the requirements of Circular 75, as applied by SAFE in accordance with Notice 106, may result in fines and other penalties under PRC laws for evasion of applicable foreign exchange restrictions. Any such failure could also result in the SPV's affiliates being impeded or prevented from distributing their profits and the proceeds from any reduction in capital, share transfer or liquidation to the SPV, or from engaging in other transfers of funds into or out of China.

Although our majority shareholder are not PRC residents and therefore Circular 75 & Notice 106 are not applicable to it, we have advised our shareholders who are PRC residents, as defined in Circular 75, to register with the relevant branch of SAFE, as currently required, in connection with their equity interests in us and our acquisitions of equity interests in our PRC subsidiary and affiliate. However, we cannot provide any assurances that their existing registrations have fully complied with, and they have made all necessary amendments to their registration to fully comply with, all applicable registrations or approvals required by Circular 75. Moreover, because of uncertainty over how Circular 75 will be interpreted and implemented, and how or whether SAFE will apply it to us, we cannot predict how it will affect our business operations or future strategies. For example, our present and prospective PRC subsidiary's and affiliate's ability to conduct foreign exchange activities, such as the remittance of dividends and foreign currency-denominated borrowings, may be subject to compliance with Circular 75 by our PRC resident beneficial holders. In addition, such PRC residents may not always be able to complete the necessary registration procedures required by Circular 75. We also have little control over either our present or prospective direct or indirect shareholders or the outcome of such registration procedures. A failure by our PRC resident beneficial holders or future PRC resident shareholders to comply with Circular 75, if SAFE requires it, could subject these PRC resident beneficial holders to fines or legal sanctions, restrict our overseas or cross-border investment activities, limit our subsidiary's and affiliate's ability to make distributions or pay dividends or affect our ownership structure, which could adversely affect our business and prospects.

Under the New EIT Law, we may be classified as a “resident enterprise” of China. Such classification will likely result in unfavorable tax consequences to us and our non-PRC shareholders.

Under the New EIT Law effective on January 1, 2008, an enterprise established outside China with “de facto management bodies” within China is considered a “resident enterprise,” meaning that it can be treated in a manner similar to a Chinese enterprise for enterprise income tax purposes. The implementing rules of the New EIT Law define de facto management as “substantial and overall management and control over the production and operations, personnel, accounting, and properties” of the enterprise.

On April 22, 2009, the State Administration of Taxation issued the Notice Concerning Relevant Issues Regarding Cognizance of Chinese Investment Controlled Enterprises Incorporated Offshore as Resident Enterprises pursuant to Criteria of de facto Management Bodies, or the Notice, further interpreting the application of the New EIT Law and its implementation non-Chinese enterprise or group controlled offshore entities. Pursuant to the Notice, an enterprise incorporated in an offshore jurisdiction and controlled by a Chinese enterprise or group will be classified as a “non-domestically incorporated resident enterprise” if (i) its senior management in charge of daily operations reside or perform their duties mainly in China; (ii) its financial or personnel decisions are made or approved by bodies or persons in China; (iii) its substantial assets and properties, accounting books, corporate chops, board and shareholder minutes are kept in China; and (iv) at least half of its directors with voting rights or senior management often resident in China. A resident enterprise would be subject to an enterprise income tax rate of 25% on its worldwide income and must pay a withholding tax at a rate of 10% when paying dividends to its non-PRC shareholders. However, it remains unclear as to whether the Notice is applicable to an offshore enterprise incorporated by a Chinese natural person. Nor are detailed measures on imposition of tax from non-domestically incorporated resident enterprises are available. Therefore, it is unclear how tax authorities will determine tax residency based on the facts of each case.

Given the above conditions, although unlikely, we may be deemed to be a resident enterprise by Chinese tax authorities. If the PRC tax authorities determine that we are a “resident enterprise” for PRC enterprise income tax purposes, a number of unfavorable PRC tax consequences could follow. First, we may be subject to the enterprise income tax at a rate of 25% on our worldwide taxable income as well as PRC enterprise income tax reporting obligations. In our case, this would mean that income such as interest on financing proceeds and non-China source income would be subject to PRC enterprise income tax at a rate of 25%. Second, although under the New EIT Law and its implementing rules dividends paid to us from our PRC subsidiary would qualify as “tax-exempt income,” we cannot guarantee that such dividends will not be subject to a 10% withholding tax, as the PRC foreign exchange control authorities, which enforce the withholding tax, have not yet issued guidance with respect to the processing of outbound remittances to entities that are treated as resident enterprises for PRC enterprise income tax purposes. Finally, it is possible that future guidance issued with respect to the new “resident enterprise” classification could result in a situation in which a 10% withholding tax is imposed on dividends we pay to our non-PRC shareholders and with respect to gains derived by our non-PRC shareholders from transferring our shares. We are actively monitoring the possibility of “resident enterprise” treatment for the 2010 tax year.

If we were treated as a “resident enterprise” by PRC tax authorities, we would be subject to taxation in both the U.S. and China, and our PRC tax may not be creditable against our U.S. tax.

We may be exposed to liabilities under the Foreign Corrupt Practices Act and Chinese anti-corruption laws, and any determination that we violated these laws could have a material adverse effect on our business.

We are subject to the Foreign Corrupt Practice Act, or FCPA, and other laws that prohibit improper payments or offers of payments to foreign governments and their officials and political parties by U.S. persons and issuers as defined by the statute, for the purpose of obtaining or retaining business. We have operations, agreements with third parties and we make the majority of our sales in China. PRC also strictly prohibits bribery of government officials. Our activities in China create the risk of unauthorized payments or offers of payments by the employees, consultants, sales agents or distributors of our Company, even though they may not always be subject to our control. It is our policy to implement safeguards to discourage these practices by our employees. However, our existing safeguards and any future improvements may prove to be less than effective, and the employees, consultants, sales agents or distributors of our Company may engage in conduct for which we might be held responsible. Violations of the FCPA or Chinese anti-corruption laws may result in severe criminal or civil sanctions, and we may be subject to other liabilities, which could negatively affect our business, operating results and financial condition. In addition, the U.S. government may seek to hold our Company liable for successor liability FCPA violations committed by companies in which we invest or that we acquire.

Because our business is located in the PRC, we may have difficulty establishing adequate management, legal and financial controls, which we are required to do in order to comply with U.S. securities laws.

PRC companies have historically not adopted a Western style of management and financial reporting concepts and practices, which includes strong corporate governance, internal controls and, computer, financial and other control systems. Some of our middle management staff are not educated and trained in the Western system, and we may have difficulty hiring new employees in the PRC with such training. As a result of these factors, we may experience difficulty in establishing management, legal and financial controls, collecting financial data and preparing financial statements, books of account and corporate records and instituting business practices that meet Western standards. Therefore, we may, in turn, experience difficulties in implementing and maintaining adequate internal controls as required under Section 404 of the Sarbanes-Oxley Act of 2002. This may result in significant deficiencies or material weaknesses in our internal controls, which could impact the reliability of our financial statements and prevent us from complying with Commission rules and regulations and the requirements of the Sarbanes-Oxley Act of 2002. Any such deficiencies, weaknesses or lack of compliance could have a materially adverse effect on our business.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

On November 30th, 2018, Hsien Loong Wong resigned as the Chief Executive Officer of the Company.

On December 1st, 2018, the Board of Directors of the Company appointed Martin J. Shen to serve as a Chief Executive Officer of the Company.

On December 1st, 2018, the Board of Directors of the Company appointed Mr. Leong Yew Poh and Mr. Michael Chan as directors of the Company.

Martin J. Shen

Martin has nearly 15 years of experience in senior management roles in entrepreneurial startups as well as large multinational corporations. In those roles he has acquired wide-ranging expertise in corporate management, financial oversight and operational administration.

Most recently, Martin founded Imperial Distributors (formerly AP Martin Pharmaceutical Supplies Ltd.), establishing the company as the preferred choice for providing distributional support to regional pharmacies throughout Western Canada. His leadership duties included overseeing all aspects of operations, including managing legal and regulatory compliance issues. They covered ensuring compliance with Health Canada requirements as well as all relevant federal, provincial and municipal legislation. He also led the finance department, building a sound foundation for the accounting function and leveraging his extensive experience in public accounting to guide the acquisition of two companies in Alberta.

Prior to Imperial, Martin served as Chief Operating Officer and Chief Financial Officer at Wales and Son Industrial (later re-named Weir Minerals). The firm specializes in the global delivery of, and support for mining slurry equipment solutions including pumps, hydrocyclones, rubber and wear resistant linings. Sectors served include mining and mineral processing, energy and general industry.

As COO and CFO, Martin directed all financial and internal operational activities. This included financial statement preparation and tax filings, banking arrangements, executive compensation and share purchase agreements. He was also responsible for the analysis of monthly results and financial statements and reconciliations to Group head office.

Martin began his career at PricewaterhouseCoopers in the tax department in Singapore and the audit and advisory group in Hong Kong. As a Tax Manager, he consulted with tax departments of multinational corporations, including Raytheon and Exxon, to provide tax saving mechanisms and future tax planning strategies. Martin also conducted tax conferences and seminars for current and potential clients to provide overview of tax planning scenarios.

Martin also spent several years in PwC Vancouver, auditing major Canadian companies and in the process building his expertise in financial management, compliance and financial statement reporting. A US Certified Public Accountant, he holds a BSc from the University of British Columbia.

Leong Yew Poh, M.A.

Leong Yew Poh has more than 30 years of management experience in growing companies in the technology and hospitality sectors. In that time, Leong established an extensive network of business relationships in the software, banking and telecommunications sectors throughout the Asia Pacific.

In his current position, Group CEO at Radiance Hospitality Group, Yew Poh leads the expansion of the company's hotel management services from offices in Singapore, Shanghai and Malaysia. The Group currently serves hotel chains in Malaysia, Singapore, China, Indonesia, Cambodia, Russia and Vietnam. Its services support service delivery, sales, and increased profit and asset value.

Before joining Radiance, Leong served as Director of Strategic Projects for Keppel T&T, a public company that provides transportation, telecommunications and IT services. He was responsible for its e-businesses, which included establishing credit bureaus in Thailand and Malaysia, establishing and operating data centers in Singapore, Malaysia, Thailand and the Philippines, operating call centers in Singapore and Malaysia, and providing application solutions for local governments, IT infrastructure, and transportation and education organizations.

Prior to Kepple T&T, Leong was first a Regional Director and then Managing Director of Dun and Bradstreet Software (later acquired by Geac Computers). In those roles, he led company growth from 15 to more than 250 employees in Singapore, Malaysia, Thailand, Philippines, Indonesia, Sri Lanka, Hong Kong, Beijing and Shanghai. The firm provided business solutions and managed services for 350 customers in the region, including Telekom Malaysia, Hong Kong Telecom, Philippines Long Distance Telephone, Piltel, Communications Authority of Thailand, Shell, Prudential, AIG, Starwood Hotels, Pacific Dunlop, Minolta, National Panasonic, Sony, Aiwa, Standard Chartered Bank, Malayan Banking, Bank of China, China Trust Bank, Bank Central Asia, Bank Danamon, and Jardines. Leong received a Masters Degree in Accounting and Finance from the University of Auckland.

Michael Chan, CPA, CMA, EMBA

Michael's nine years at Bank of New York Mellon (BNY Mellon) culminated in his role as Managing Director of Asia Pacific, Asset Servicing. He was a member of BNY Mellon's Global Corporate Operating Committee (< 1% of 50K+ employees), Asia Pacific Executive Committee and the Corporate Sovereign Institutions Council.

Michael represented the firm on the Board of Directors of ASIFMA (Asia Securities Industry & Financial Markets Association) and BNYMellon's Eagle Investment Systems' Asia Singapore entity. He has also served on the OMGEO APAC Advisory Board, and as a member of various industry and banking associations in Hong Kong and Korea.

Michael currently serves on the National University of Singapore Society (NUSS) finance sub-committee and a member of the Singapore Institute of Directors (SID). He has been a speaker at industry conferences, a panelist on regulatory/industry roundtables and a media contributor to financial publications. Michael has also chaired employee engagement committees, including mentorship of high performers, and served on the WIN advisory team as well as at community outreach events.

Prior to BNYMellon, he relocated to Hong Kong from Canada in 2000 with State Street. Michael was also general manager for a South Korea bank branch and the regional integration manager of a key European acquisition. His career also includes work at Ernst & Young, Canada.

A Chartered Professional Accountant (CPA) and Certified Management Accountant (CMA) in Ontario, Canada, he holds an EMBA from the Ivey School of Business, University of Western Ontario, and a BComm degree from McGill University.

ITEM 9.01

FINANCIAL STATEMENTS AND EXHIBITS

(d)

Exhibits

Exhibit No.	Description
*3.1	Certificate of Incorporation, as amended
*3.2	Bylaws
**3.3	Certificate of Designation of Series A Convertible Preferred Stock
10.1	Exclusive Consulting Agreement between JiuGe Management and JiuGe Technology
10.2	Loan Agreement between JiuGe Management and JiuGe Technology
10.3	Power of Attorney Agreement between JiuGe Management and JiuGe Technology
10.4	Exclusive Call Option Agreement between JiuGe Management and JiuGe Technology
10.5	Share Pledge Agreement between JiuGe Management and JiuGe Technology

* Incorporated by reference to the exhibits filed with the Company's Registration Statement on Form S-1 (No. 333-196503), effective June 26, 2014.

** Incorporated by reference to the exhibits filed with the Company's Annual report on Form 10-K, filed with the SEC on April 28, 2017.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Finger Motion, Inc.

Date: December 21, 2018

By: /s/ Martin Shen
Name: Martin Shen
Title: Chief Executive Officer

EXCLUSIVE CONSULTANCY AGREEMENT

Shanghai JiuGe Business Management Co. Ltd. (上海九格商务管理有限公司)

and

Shanghai JiuGe Information Technology Co. Ltd. (上海九格信息技术有限公司)

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This Exclusive Consultancy Agreement (this “**Agreement**”) is made on **16 October 2018** in Shanghai, the PRC, by and between:

Shanghai JiuGe Information Technology Co. Ltd. (上海九格信息技术有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2762, 2/F, No.3 Xuanhua Road, Changning District, Shanghai (“**VIE Entity**”);

and

Shanghai JiuGe Business Management Co. Ltd. (上海九格商务管理有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2789, 2/F, No.3 Xuanhua Road, Changning District, Shanghai (“**WFOE**”).

Whereas:

- (1) VIE Entity is mainly engaged in data marketing and technical services (“**VIE Entity’s Business**”);
- (2) WFOE is mainly engaged in technical consulting and technical services;
- (3) VIE Entity intends to engage WFOE to provide business consultancy and technical services.

Now, therefore, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, the following words and expressions shall have the meanings attributed to them below unless the context otherwise requires:

“ Agreement ”	this Exclusive Consultancy Agreement entered into by the Parties;
“ Business Day ”	a day (other than Saturday, Sunday or public holiday) on which licensed banks are generally open for general banking business in the PRC throughout their normal business hours;
“ CIETAC ”	as defined in Clause 13.4;

“Confidential Information”	all information, documents or materials provided by the Disclosing Party to the Receiving Party in respect of business finance, operation, technology, personnel or any other aspect of the Disclosing Party or its affiliates shall be deemed confidential, whether in oral, in written, machine-readable or in any other form, including, but not limited to electronic media files, contracts, reports, memos, procedures, formulas, algorithms, projects, photographs, plans, drawing concepts, products, specifications, sample ideas, airspeed measurements, names of customers, dealers and/or distributor prices and costs, settings and marketing information, and all information, documents or materials derived from the foregoing;
“Disclosing Party”	any party which discloses Confidential Information;
“Distributable Profits”	the after-tax net profits distributable by VIE Entity to its shareholder(s) each year as set forth in the audited financial statements in accordance with the PRC accounting standards;
“Equipment”	all the equipment owned or purchased by WFOE and used for the purpose of provision of the Services;
“Financial Indebtedness”	means, with respect to any Party, all kinds of indebtedness which, in accordance with generally accepted accounting principles in the PRC, will be included in determining liabilities as shown on the liability side of a balance sheet of the Party and all indebtedness and liabilities of others assumed or guaranteed or in respect of which that Party is secondarily or contingently liable (other than by endorsement of instruments in the course of collection), whether by reason of an agreement to acquire such indebtedness or to supply or advance sums or otherwise;
“Force Majeure Event”	any extraordinary event or circumstance that is unforeseeable, unavoidable and out of control by any Party and that renders due performance of an obligation under this Agreement illegal or impracticable, including any change in laws, natural disasters, strikes, war, riot, civil commotion, fire, explosion, sabotage, terrorism or embargo;
“Parties or Party”	collectively VIE Entity and WFOE, or individually, any of them, as the context requires;
“VIE Entity”	Shanghai JiuGe Information Technology Co. Ltd. (九九信息科技(上海)有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2762, 2/F, No.3 Xuanhua Road, Changning District, Shanghai;

“VIE Entity’s Business”	as defined in the recitals of this Agreement;
“WFOE”	Shanghai JiuGe Business Management Co. Ltd. (上海九格商务管理有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2789, 2/F, No.3 Xuanhua Road, Changning District, Shanghai;
“PRC”	the People’s Republic of China and for the purposes of this Agreement, for the purposes of this Agreement only excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan;
“Receiving Party”	any party which receives Confidential Information;
“Recipient”	as defined in Clause 11.2;
“Senior Management”	chief executive officer, chief operation officer, chief financial officer, general manager, deputy general manager of VIE Entity and other managerial positions as defined by VIE Entity’s articles of association;
“Services”	as defined in Clause 2.1;
“Service Fees”	all the fees which shall be payable to WFOE by VIE Entity for the Services rendered pursuant to Clause 3;
“Service Team”	the team organized by WFOE for the purposes of performance of this Agreement, the members of which include but not limited to WFOE’s employees, third-party professionals and other persons engaged by WFOE.

1.2 Any references to the PRC Law in the Agreement shall be treated as:

- (a) Any reference to “Party”, “WFOE” and “VIE Entity” shall include their respective successors and permitted assignees and any persons deriving title under them;
- (b) In this Agreement, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing one gender includes both genders and the neuter;
- (c) References to this Agreement shall be construed as references to this Agreement as amended or supplemented from time to time;
- (d) Headings are inserted for reference only and shall not affect the construction of this Agreement;

- (e) Words and expressions defined in the other Transaction Documents shall, unless otherwise specified, have the same meanings when used herein;
- (f) References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time.

2. Services

- 2.1 VIE Entity agrees to engage WFOE and WFOE agrees to provide to VIE Entity the following services (“**Services**”) on an exclusive basis
- (a) provision of a comprehensive solution for all technical issues required for VIE Entity’s Business;
 - (b) provision of training to the professional technicians of VIE Entity;
 - (c) assisting VIE Entity in collecting technical and commercial information and conducting market surveys;
 - (d) assisting VIE Entity in procuring business opportunities to obtain contracts awarded by the telecom carriers in China and maintaining the commercial relationship with the telecom carriers;
 - (e) introducing clients to VIE Entity and assisting VIE Entity in developing commercial and cooperative relationship with the clients;
 - (f) provision of suggestions and opinions on establishment and improvement of VIE Entity’s corporate structure, management system and departmental organization;
 - (g) assisting VIE Entity in formulating annual business plans, the draft of which shall be made available to WFOE by VIE Entity prior to the end of November each year;
 - (h) granting license to VIE Entity to use WFOE’s intellectual property necessary for the Services; and
 - (i) provision of other consulting and technical services at the request of VIE Entity.
- 2.2 WFOE may, at its sole discretion, provide the Equipment and Service Team required for the Services, and replace any team member or change the responsibilities of any team member from time to time, provided that the replacement of the team members or change of their responsibilities would not cause substantial adverse effect on VIE Entity’s daily operation.
- 2.3 All Services delivered by WFOE to VIE Entity shall be deemed to be accepted by VIE Entity unless otherwise determined by the arbitral award granted pursuant to Clause 13.

2.4 Notwithstanding the other provisions of this Agreement, WFOE shall be entitled to appoint any third party to provide any or all Services, or to perform any obligations of WFOE under this Agreement. VIE Entity agrees that WFOE may transfer its rights and obligations under this Agreement to any third party.

3. Service Fees

3.1 VIE Entity shall, within 30 days upon receipt of payment notice from WFOE, pay to WFOE

- (a) the Service Fees equivalent to the Distributable Profits of VIE Entity; and
- (b) other Services Fees as agreed in writing by the Parties.

3.2 The Services Fees shall be paid by VIE Entity to WFOE to the bank account as directed by WFOE. WFOE may change its bank account by giving to VIE Entity seven days prior notice in writing.

3.3 Unless agreed otherwise, each Party shall assume its own expenses, fees and taxes in connection with preparation, execution and performance of this Agreement.

4. Intellectual Property Rights

4.1 WFOE may grant VIE Entity a license to use WFOE's intellectual property for the purposes of provision of the Services.

4.2 All materials, products and services created or developed during and in connection with provision of the Services (whether or not on the basis of VIE Entity's intellectual property) shall be the intellectual property of WFOE.

5. Representation and Warranty

5.1 A Party represent and warrant to the other Party that

- (a) it is duly incorporated and validly existing under the PRC laws;
- (b) it has full power and authority to enter into and perform this Agreement;
- (c) it has taken all requisite corporate actions in respect of execution and performance of this Agreement;
- (d) execution and performance of this Agreement does not violate its articles of association, its obligations (contractual or otherwise) and the PRC laws; and
- (e) there are no legal proceedings pending or, to its knowledge, threatened against it.

6. Undertakings

6.1 VIE Entity undertakes to WFOE that unless having obtained the prior written consent of WFOE, it may not

- (a) transfer or dispose of any of its assets in any manner;
- (b) create encumbrances of any kind on its assets;
- (c) allow, permit or procure to
 - (i) transfer or dispose of the equity interest in it in any manner;
 - (ii) change its registered capital;
 - (iii) amend its articles of association;
 - (iv) change any of its shareholders;
 - (v) appoint, remove or replace its Senior Management;
 - (vi) make or receive investment of any kind or merge or consolidate with any entity;
 - (vii) change information filed at the competent authorities in the PRC;
 - (viii) make any lending or borrowing or provide security of any kind;
 - (ix) pay, make or declare any dividend, charge, fee or other distribution of any kind;
 - (x) incur, create or permit to subsist or have outstanding any Financial Indebtedness, other than those incurred in the ordinary business of VIE Entity;
- (d) enter into negotiations or any agreement with any party other than WFOE regarding, or engage any party other than WFOE to provide, any services identical or similar to the Services;
- (e) enter into any agreements which conflict with this Agreement; and
- (f) do any acts which would adversely impair its ability to perform the obligations under this Agreement.

6.2 VIE Entity further undertakes to WFOE that

- (a) it shall inform WFOE in a timely manner of any event or circumstance which would adversely impair its valid existence, financial conditions, assets or goodwill, and shall use its best endeavor to mitigate the adverse effect;
- (b) it shall use its best endeavors to maintain itself in valid existence in accordance with the PRC laws;
- (c) it shall conduct its business in the ordinary course consistent with past good practice and in accordance with the annual business plans confirmed by WFOE and use its best efforts to
 - (i) preserve intact its present business organization;

- (ii) maintain in effect all of its material approvals, licenses and permits;
 - (iii) keep available the services of its directors, officers and key employees (unless it reasonably believes such services are not beneficial for its businesses);
 - (iv) maintain its relationships and goodwill with its customers, lenders, suppliers and others having material business relationships with it; and
 - (v) manage its working capital (including maintaining an appropriate level of operating cash) in the ordinary course of business consistent with past good practice.
- (d) it shall provide WFOE and its authorized representatives reasonable access, during normal business hours and upon reasonable notice, to its personnel, properties, books and records, and shall to furnish WFOE and its authorized representatives with such financial and operating data and other information relating to VIE Entity in its possession as WFOE or its authorized representatives may reasonably request in connection with the Services, provided that such access does not unreasonably interfere with the normal operations of VIE Entity; and
- (e) cooperate and coordinate with WFOE and its authorized representatives at the reasonable request of WFOE for the purposes of provision of the Services.

7. Term

7.1 This Agreement shall become effective upon the date of execution by the Parties and remain effective until terminated pursuant to this Agreement.

8. Assignees and Successors

8.1 VIE Entity may not assign any of its rights and obligations under this Agreement without the prior written consent of WFOE.

8.2 WFOE may assign any of its rights and obligations under this Agreement by giving prior written notice to VIE Entity.

8.3 This Agreement shall be binding upon the respective successors and permitted assignees of and any persons deriving title from WFOE and VIE Entity.

9. Events of Default

9.1 Each of the following events shall be an event of default ("**Event of Default**")

- (a) if VIE Entity fails to perform or observe any of its obligations under the Transaction Documents;

- (b) if any representations, warranties or undertakings made by VIE Entity under the Transaction Documents proves to be untrue or inaccurate in any material respect and such breach, if capable of remedy, is not cured within ten Business Days;
- (c) if VIE Entity fails to perform or observe any of its obligations under the Transaction Documents;
- (d) if for any reasons any material obligations under the Transaction Documents cease to be legal, valid, binding and enforceable;
- (e) if any Change of Control occurs without WFOE's prior consent;
- (f) if any change is made to the VIE Structure or any provisions of the VIE Agreements without WFOE's prior consent;
- (g) if any litigation, arbitration, administrative, governmental, regulatory or other investigation, proceedings or dispute are commenced or threatened against VIE Entity.

9.2 If an Event of Default occurs and is continuing, WFOE may exercise any or all of its rights, remedies and powers under any of the Transaction Documents.

10. Termination

10.1 This Agreement may be terminated at any time with agreement of the Parties.

10.2 WFOE may unilaterally terminate this Agreement by giving one-month written notice to VIE Entity without any cost, penalty and/or liability.

10.3 Under no circumstances VIE Entity may unilaterally terminate this Agreement.

11. Confidentiality

11.1 During the term of this Agreement and for a period of ten years after termination of this Agreement, the Receiving Party shall:

- (a) keep Confidential Information in confidence;
- (b) not disclose Confidential Information to any person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 11.2 and 11.3; and
- (c) not use Confidential Information for any purpose other than the performance of its obligations under this Agreement.

11.2 During the term of this Agreement, the Receiving Party may disclose the Confidential Information to any of its directors, employees, agents and professional advisers (each a "Recipient") to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

- 11.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement.
- 11.4 The obligations contained in Clauses 11.1 to 11.3 shall not apply to any Confidential Information which:
- (a) at the date of this Agreement is in, or at any time after the date of this Agreement comes into, the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
 - (b) was not obtained directly or indirectly from the Disclosing Party and which was available to the Receiving Party or to a Recipient on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not and has not been bound by any obligations of confidentiality with the Disclosing Party; or
 - (c) was required to be disclosed in accordance with applicable laws or regulations of a stock exchange.

12. Force Majeure

- 12.1 If a Force Majeure Event occurs, to the extent that any obligation of any Party under this Agreement cannot be performed as a result of such Force Majeure Event, such obligation shall be suspended so long as such Force Majeure Event subsists and the due date for performance thereof shall automatically be extended, without penalty, for a period equal to such suspension.
- 12.2 The Party encountering a Force Majeure Event shall promptly inform the other Party in writing and shall furnish proof of such Force Majeure Event.
- 12.3 The Party encountering a Force Majeure Event shall also use all reasonable endeavors to mitigate the effects of such Force Majeure Event.
- 12.4 If a Force Majeure Event occurs, the Parties shall immediately consult with each other in order to find a fair and reasonable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure Event.

13. Governing Law and Dispute Resolution

- 13.1 This Agreement shall be governed by and construed in accordance with the PRC laws.
- 13.2 In the event any dispute arises out of or in connection with this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations.
- 13.3 If any dispute has not been resolved by friendly consultations within fifteen Business Days after any Party has served written notice on the other Parties requesting the commencement of such consultations, then any Party may demand that the dispute be finally settled by arbitration in accordance with the following provisions of Clause 13.

- 13.4 The arbitration shall be submitted to China International Economic and Trade Arbitration Commission (“**CIETAC**”) for arbitration in accordance with its arbitration rules in force at the date of submission of the dispute, which rules are deemed to be incorporated by reference in this Clause 13.
- 13.5 The place of the arbitration shall be Beijing and the language of the arbitration shall be English.
- 13.6 The appointing authority shall be CIETAC. There shall be three arbitrators. One arbitrator shall be nominated by VIE Entity and one arbitrator shall be nominated by WFOE. The two arbitrators so chosen shall select a third arbitrator, provided that if such two arbitrators shall fail to choose a third arbitrator within thirty days after such two arbitrators have been selected, CIETAC, upon the request of any Party, shall appoint a third arbitrator. The third arbitrator shall be the presiding arbitrator.
- 13.7 The Parties agree that all documents and evidence submitted in the arbitration (including without limitation any statements of case and any interim or final award, as well as the fact that an arbitral award has been made) shall remain confidential both during and after any final award that is rendered unless the Parties otherwise agree in writing or unless otherwise required by law.

14. Miscellaneous

14.1 Notices

- (a) Any notice or other communication provided for in this Agreement shall be in writing in the English language and shall be served on the Parties at the respective addresses or the facsimile numbers or the email addresses (as the case may be) below:
- (i) To VIE Entity
- Attention:
- Address:
- Telephone:
- Fax:
- Email:
- (ii) To WFOE
- Attention:
- Address:
- Telephone:

Fax:

Email:

- (b) A notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received two Business Days after posting and in proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and, and in the case of a facsimile message or an electronic mail, shall be deemed to be received on the date of transmission (in the territory of the recipient). If a communication would otherwise be deemed to have been delivered outside normal business hours (being 9:00 a.m. to 5:00 p.m. on a Business Day) in the time zone of the territory of the recipient under the provisions of this Clause 14.1, it shall be deemed to have been delivered at the next opening of business in the territory of the recipient. Any party may change its address for purposes hereof by not less than five Business Days' notice as aforesaid to the other Party.

14.2 Entire Agreement

This Agreement supersedes any previous agreement between the Parties in relation to the transaction contemplated by this Agreement.

14.3 No Waiver

- (a) No waiver of any provision of this Agreement shall be effective unless made in a written instrument signed by the Party waiving such provision;
- (b) Any failure or delay by any Party to exercise any rights and powers under this Agreement shall not be deemed to be a waiver of such rights and powers.

14.4 Illegality and Severability

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the PRC laws, the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

14.5 Expenses and Fees

Unless agreed otherwise, the Parties agree that each Party shall assume its own expenses, fees and taxes in connection with preparation, execution and performance of this Agreement.

14.6 Amendment

This Agreement may be changed or amended by written agreement signed by all Parties.

14.7 Language

This Agreement shall be made in English.

14.8 Counterparts

This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument.

(Signature Page)

Shanghai JiuGe Business Management Co. Ltd. (上海九格商业管理有限公司)

Authorized Signature (Stamp):_____

Shanghai JiuGe Information Technology Co. Ltd. (上海九格信息技术有限公司)

Authorized Signature (Stamp):_____

LOAN AGREEMENT

Shanghai JiuGe Business Management Co. Ltd. (上海九格商业管理有限公司)

and

LI Li (李丽)

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Loan Agreement

This Loan Agreement (this “**Agreement**”) is entered into by the following parties on 16 October 2018 in Shanghai, the PRC:

Shanghai JiuGe Business Management Co. Ltd. (上海九格商业管理有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2789, 2/F, No.3 Xuanhua Road, Changning District, Shanghai (“**Lender**”);

and

LI Li (李丽), a Chinese citizen with her ID number 310105198005080043 and domicile at 103 No. 5 Lane 550, Fuquan Road, Changning District, Shanghai (“**Borrower**”).

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, the following words and expressions shall have the meanings attributed to them below unless the context otherwise requires:

“ Agreement ”	this Loan Agreement entered into by the Lender and the Borrower;
“ Borrower ”	LI Li (李丽), a Chinese citizen with her ID number 310105198005080043 and domicile at 103 No. 5 Lane 550, Fuquan Road, Changning District, Shanghai
“ Business Day ”	a day (other than Saturday, Sunday or public holiday) on which licensed banks are generally open for general banking business in the PRC throughout their normal business hours;
“ CIETAC ”	as defined in Clause 14.4;
“ Confidential Information ”	all information, documents or materials provided by the Disclosing Party to the Receiving Party in respect of business, finance, operation, technology, personnel or any other aspect of the Disclosing Party or its affiliates shall be deemed as confidential, whether in oral, in written, machine-readable or in any other form, including, but not limited to electronic media files, contracts, reports, memos, procedures, formulas, algorithms, projects, photographs, plans, drawings, concepts, products, specifications, sample ideas, airspeed measurements, names of customers, dealers and/or distributors, prices and costs, settings and marketing information, and all information, documents or materials derived from the foregoing.

“Disclosing Party”	any party which discloses Confidential Information;
“Drawdown Date”	means a date decided by the Lender to remit the Principal to the bank account of the Borrower upon satisfaction or waiver of all the conditions set forth in Clause 4.1 and in any event the date shall not be later than the last day of capital contributions as stated in the articles of association of VIE Entity;
“Drawing”	as defined in Clause 4;
“Event of Default”	as defined in Clause 13;
“Final Repayment Date”	means the date falling on the expiry of a ten (10) years’ period commencing from the Drawdown Date subject to extension by the Lender pursuant to Clause 7.2;
“Lender”	Shanghai JiuGe Business Management Co. Ltd. (上海九格商业管理有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2789, 2/F, No.3 Xuanhua Road, Changning District, Shanghai
“Parties” or “Party”	collectively Lender and Borrower, or individually, any of them, as the context requires;
“PRC”	the People’s Republic of China and for the purposes of this Agreement, for the purposes of this Agreement only, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan;

“Principal”	as defined in Clause 2.1;
“Receiving Party”	any party which receives Confidential Information;
“Recipient”	as defined in Clause 12.2;
“RMB”	the lawful currency for the time being of the PRC.

1.2 Interpretation

- (a) Any reference to “Party”, “Lender”, “Borrower” and “VIE Entity” shall include their respective successors and permitted assignees and any persons deriving title under them;
- (b) In this Agreement, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing one gender includes both genders and the neuter;
- (c) References to this Agreement shall be construed as references to this Agreement as amended or supplemented from time to time;
- (d) Headings are inserted for reference only and shall not affect the construction of this Agreement;
- (e) Words and expressions defined in the other Transaction Documents shall, unless otherwise specified, have the same meanings when used herein;
- (f) References herein to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time.

2. The Facility

- 2.1 The Lender agrees to make available to the Borrower a facility of RMB 10,000,000 (“Principal”).
- 2.2 The Principal shall be used solely for the purpose of capital contributions of the subscribed capital of VIE Entity.

3. Interest

- 3.1 The Principal shall not bear any interest.

4. Drawing

4.1 Subject to the satisfaction or waiver of the following conditions:

- (a) completion of establishment of the VIE Structure to the satisfaction of the Lender;
- (b) no Event of Default having occurred prior to or on the Drawdown Date; and
- (c) all the representations and warranties set forth in Clause 9 being true, correct and fully observed as though the same had been made as at the Drawdown Date;

drawing shall be made by wire transfer to the bank account of the Borrower before or on the Drawdown Date ("**Drawing**").

5. Post-Drawing Obligations

5.1 Immediately after Drawing and in any event no later than three Business Days upon Drawing, the Borrower shall deposit the Principal to VIE Entity's bank account to complete capital contributions in his capacity as the sole shareholder of VIE Entity.

5.2 The Borrower shall furnish the Lender with evidence of the capital contributions stated in Clause 5.1

6. Conversion

6.1 The Lender shall have the right to convert the whole or any part of the outstanding Principal into the equity interests in VIE Entity at any time before the Final Repayment Date by giving a 15-day written notice to the Borrower, and such conversion shall be determined with reference to the following formula:

$$\text{Percentage of Equity Interests} = \frac{OP}{AP}$$

where

"Percentage of Equity Interests" is the percentage of equity interests in VIE Entity to be converted;

"OP" is the outstanding Principal at the time of conversion;

"AP" is the registered capital of VIE Entity.

6.2 In the event that the Lender exercises the right of conversion in accordance with Clause 6.1, the Lender may designate a third party to hold the equity interests in VIE Entity on its behalf.

6.3 The Borrower shall provide and procure VIE Entity to provide all the necessary assistance to give effect to the conversion in accordance with Clauses 6.1 and 6.2.

7. Repayment

- 7.1 The Lender may demand repayment of any or all of the Principal at any time before the Final Repayment Date by giving a 15-day written notice to the Borrower.
- 7.2 The Lender may at its sole discretion extend the Final Repayment Date to any such date as it thinks fit.

8. Security

- 8.1 As a security for performance and discharge of the Borrower's obligations under this Agreement, the Borrower shall pledge 100% equity interests in VIE Entity, which represents the entire registered capital of VIE Entity, by way of first-ranking security to the Lender.

9. Representation and Warranty

- 9.1 The Borrower represents and warrants to the Lender that
- (a) he is the sole legal and beneficial owner of the equity interests in VIE Entity;
 - (b) he has full power and authority to enter into and perform this Agreement;
 - (c) execution and performance of this Agreement reflects his genuine intention;
 - (d) the equity interests in VIE Entity are validly subscribed for;
 - (e) the equity interests in VIE Entity are free of encumbrances of any kind except for the encumbrances created under the Transaction Documents;
 - (f) the equity interests in VIE Entity are a first-ranking security;
 - (g) the equity interests in VIE Entity are not subject to any option to purchase or pre-emptive rights.

10. Undertakings

- 10.1 The Borrower undertakes that unless having obtained prior written consent of the Lender, he may not
- (a) transfer or dispose of the Option Interest in any manner;
 - (b) transfer or dispose of any of VIE Entity's assets in any manner;
 - (c) create encumbrances of any kind over the Option Interest except for the encumbrances created under the Transaction Documents;
 - (d) resolve to or procure VIE Entity to
 - (i) change its registered capital;
 - (ii) amend its articles of association;
 - (iii) change any of its shareholders;
 - (iv) appoint, remove or replace its Senior Management;

- (v) make or receive investment of any kind or merge or consolidate with any entity;
- (vi) change information filed at the competent authorities in the PRC;
- (vii) make any lending or borrowing or provide security of any kind;
- (viii) pay, make or declare any dividend, charge, fee or other distribution of any kind;
- (ix) incur, create or permit to subsist or have outstanding any Financial Indebtedness;
- (x) enter into any agreements which conflict with this Agreement;
- (xi) do any acts which would adversely impair its ability to perform the obligations under the Transaction Documents.

10.2 The Borrower further undertakes that

- (a) he shall use his best endeavors to maintain VIE Entity in valid existence in accordance with the PRC laws;
- (b) he shall notify the Lender in a timely manner any event or circumstances which would adversely impair the valid existence, financial conditions, assets or goodwill of VIE Entity.

11. Assignees and Successors

11.1 The Borrower may not assign any of its rights and obligations under this Agreement without the prior written consent of the Lender.

11.2 The Lender may assign any of its rights and obligations under this Agreement by giving prior written notice to the Borrower.

11.3 This Agreement shall be binding upon the respective successors and permitted assignees of and any persons deriving title from the Borrower and the Lender.

12. Confidentiality

12.1 During the term of this Agreement and for a period of ten years after the date of expiry of all the Transaction Documents, the Receiving Party shall:

- (a) keep Confidential Information in confidence;
- (b) not disclose Confidential Information to any person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 12.2 and 12.3; and
- (c) not use Confidential Information for any purpose other than the performance of its obligations under the Transaction Documents.

12.2 During the term of this Agreement, the Receiving Party may disclose Confidential Information to any of its directors, employees, agents and professional advisers (each a "Recipient") to the extent that such disclosure is reasonably necessary for the purposes of the Transaction Documents.

- 12.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement.
- 12.4 The obligations contained in Clauses 12.1 to 12.3 shall not apply to any Confidential Information which:
- (a) at the date of this Agreement is in, or at any time after the date of this Agreement comes into, the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
 - (b) was not obtained directly or indirectly from the Disclosing Party and which was available to the Receiving Party or to a Recipient on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not and has not been bound by any obligations of confidentiality with the Disclosing Party; or
- 12.5 was required to be disclosed in accordance with applicable laws or regulations of a stock exchange.

13. Events of Default

- 13.1 Each of the following events shall be an Event of Default:
- (a) if the Borrower fails to repay any of the Principal;
 - (b) if the Borrower or VIE Entity fails to perform or observe any of his obligations under the Transaction Documents;
 - (c) if any representations and warranties made by the Borrower proves to be untrue or inaccurate in any material respect;
 - (d) if for any reasons any material obligations under the Transaction Documents cease to be legal, valid, binding or enforceable;
 - (e) if any Change of Control occurs without the Lender's prior consent;
 - (f) if any change is made to the VIE Structure or any provisions of the VIE Agreements without the Lender's prior consent; and
 - (g) if any litigation, arbitration, administrative, governmental, regulatory or other investigation, proceedings or dispute are commenced or threatened against the Borrower or VIE Entity.
- 13.2 If an Event of Default occurs and is continuing, the Lender may exercise any or all of its rights, remedies and powers under any of the Transaction Documents.

14. Governing Law and Dispute Resolution

- 14.1 This Agreement shall be governed by and construed in accordance with the PRC laws.
- 14.2 In the event any dispute arises out of or in connection with this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations.
- 14.3 If any dispute has not been resolved by friendly consultations within fifteen Business Days after any Party has served written notice on the other Parties requesting the commencement of such consultations, then any Party may demand that the dispute be finally settled by arbitration in accordance with the following provisions of this Clause (a).
- 14.4 The arbitration shall be submitted to China International Economic and Trade Arbitration Commission (“**CIETAC**”) for arbitration in accordance with its arbitration rules in force at the date of submission of the dispute, which rules are deemed to be incorporated by reference in this Clause (a).
- 14.5 The place of the arbitration shall be Beijing and the language of the arbitration shall be English.
- 14.6 The appointing authority shall be CIETAC. There shall be three arbitrators. One arbitrator shall be nominated by the Lender and one arbitrator shall be nominated by the Borrower. The two arbitrators so chosen shall select a third arbitrator, provided that if such two arbitrators shall fail to choose a third arbitrator within thirty days after such two arbitrators have been selected, CIETAC, upon the request of any Party, shall appoint a third arbitrator. The third arbitrator shall be the presiding arbitrator.
- 14.7 The arbitration shall be conducted in private. The Parties agree that all documents and evidence submitted in the arbitration (including without limitation any statements of case and any interim or final award, as well as the fact that an arbitral award has been made) shall remain confidential both during and after any final award that is rendered unless the Parties otherwise agree in writing or unless otherwise required by law.

15. Miscellaneous

15.1 Notices

- (a) Any notice or other communication provided for in this Agreement shall be in writing in the English language and shall be served on the Parties at the respective addresses or the facsimile numbers or the email addresses (as the case may be) below:

- (i) To the Lender

Attention:

Address:

Telephone:

Fax:

Email:

(ii) To the Borrower

Attention:

Address:

Telephone:

Fax:

Email:

- (b) A notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received two Business Days after posting and in proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and, and in the case of a facsimile message or an electronic mail, shall be deemed to be received on the date of transmission (in the territory of the recipient). If a communication would otherwise be deemed to have been delivered outside normal business hours (being 9:00 a.m. to 5:00 p.m. on a Business Day) in the time zone of the territory of the recipient under the provisions of this Clause 15.1, it shall be deemed to have been delivered at the next opening of business in the territory of the recipient. Any party may change its address for purposes hereof by not less than five Business Days' notice as aforesaid to the other Parties.

15.2 Entire Agreement

This Agreement supersedes any previous agreement between the Parties in relation to the transaction contemplated by the Transaction Documents.

15.3 No Waiver

- (a) No waiver of any provision of this Agreement shall be effective unless made in a written instrument signed by the Party waiving such provision;
- (b) Any failure or delay by any Party to exercise any rights and powers under this Agreement shall not be deemed to be a waiver of such rights and powers.

15.4 Illegality and Severability

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the PRC laws, the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

15.5 Expenses and Fees

Unless agreed otherwise, the Parties agree that each Party shall assume its own expenses, fees and taxes in connection with preparation, execution and performance of this Agreement.

15.6 Amendment

This Agreement may be changed or amended by written agreement signed by all Parties.

15.7 Language

This Agreement shall be made in English.

15.8 Counterparts

This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument.

(Signature Page)

Shanghai JiuGe Business Management Co. Ltd. (上海九格商业管理有限公司)

Authorized Signature (Stamp):_____

LI Li (李丽)

Signature:_____

POWER OF ATTORNEY

Power of Attorney

I, LI Li (李力), being the sole shareholder of Shanghai JiuGe Information Technology Co. Ltd. (上海九歌信息技术有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2762, 2/F, No.3 Xuanhua Road, Changning District, Shanghai (“**VIE Entity**”), a Chinese citizen with national ID number 310105198005080043 and domicile at 103 No. 5 Lane 550, Fuquan Road, Changning District, Shanghai and a holder of 100% equity interests in VIE Entity (“**Shareholding**”), hereby irrevocably authorize Shanghai JiuGe Business Management Co. Ltd. (上海九歌商务管理有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2789, 2/F, No.3 Xuanhua Road, Changning District, Shanghai (“**WFOE**”) to act as my exclusive agent pursuant to this Power of Attorney.

1. Authorization

- 1.1 I hereby irrevocably authorize WFOE to act as my exclusive agent to exercise, at WFOE’s sole discretion, all rights and powers in respect of my Shareholding on my behalf, including without limitation to
- (a) propose to convene, attend and vote at the shareholders’ meeting of VIE Entity;
 - (b) sign shareholders’ resolutions of VIE Entity;
 - (c) designate and appoint legal representative, director, supervisor and other senior management to VIE Entity;
 - (d) sell, transfer or dispose of my Shareholding in part or in whole;
 - (e) create encumbrances of any kind over my Shareholding;
 - (f) do all acts and sign all documents as required in my capacity as shareholder of VIE Entity.
- 1.2 Without limitation to the generality of the authority and authorizations granted hereunder, WFOE shall have the power and authority to sign the VIE Agreements.
- 1.3 WFOE may authorize a third party to exercise any or all of its powers and rights under this Power of Attorney.
- 1.4 Powers and rights in respect of my Shareholding shall be exercised by WFOE on an exclusive basis and I shall not exercise such powers and rights on my own.

2. Legal Effect

2.1 All acts taken and all documents signed by WFOE shall be deemed to be taken and signed by me and shall be legally binding on me.

2.2 For avoidance of doubt, WFOE is not required to seek my opinions nor obtain my prior consent on any acts to be taken and any documents to be signed by WFOE and any acts taken and documents signed by WFOE shall be treated as if I have taken the same acts and signed the same documents.

3. Term

3.1 This Power of Attorney shall become effective upon the date of execution by me and remain effective in a time period during which I am a shareholder of VIE Entity.

4. Assignees and Successors

4.1 I shall not assign any of my rights and obligations under this Power of Attorney without the prior written consent of WFOE.

4.2 WFOE may assign its rights and obligations in whole or in part under this Power of Attorney by giving prior written notice to me and VIE Entity.

4.3 This Power of Attorney shall be binding upon the respective successors and permitted assignees of and any persons deriving title under me, WFOE and VIE Entity.

5. Expenses and Fees

5.1 WFOE shall assume its own costs, expenses and fees in connection with performance of this Power of Attorney.

6. Interpretation

6.1 Words and expressions defined in the other transaction documents shall, unless otherwise specified, have the same meanings when used herein.

Signature:_____

Name: LI Li (□□)

Date: **16 October 2018**

EXCLUSIVE CALL OPTION AGREEMENT

LI Li (李力)

and

Shanghai JiuGe Business Management Co. Ltd. (上海九格商业管理有限公司)

and

Shanghai JiuGe Information Technology Co. Ltd. (上海九格信息技术有限公司)

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This Exclusive Call Option Agreement (this “**Agreement**”) is entered into by and among the following Parties on **16 October 2018** in Shanghai, the PRC:

LI Li (李莉), a Chinese citizen with her ID number 310105198005080043 and domicile at 103 No. 5 Lane 550, Fuquan Road, Changning District, Shanghai (“**Shareholder**”);

and

Shanghai JiuGe Business Management Co. Ltd. (上海九格商务管理有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2789, 2/F, No.3 Xuanhua Road, Changning District, Shanghai (“**WFOE**”);

and

Shanghai JiuGe Information Technology Co. Ltd. (上海九格信息技术有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2762, 2/F, No.3 Xuanhua Road, Changning District, Shanghai (“**VIE Entity**”).

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, the following words and expressions shall have the meanings attributed to them below unless the context otherwise requires:

“ Agreement ”	this Exclusive Call Option Agreement entered into by the Parties;
“ AIC ”	the competent administration for industry and commerce of the PRC;
“ Business Day ”	a day (other than Saturday, Sunday or public holiday) on which licensed banks are generally open for general banking business in the PRC throughout their normal business hours;
“ Call Option ”	as defined in Clause 2.1;
	Entity
“ Call Option Notice ”	as defined in Clause 2.4;
“ Call Option Period ”	a time period during which Shareholder holds equity interests in VIE Entity;

“Call Option Price”	as defined in Clause 2.2;
“Change of Control”	any of the following: (1) Shareholder ceases to own directly 100% of the equity interests in VIE Entity; or (2) any change to the VIE Structure.
“CIETAC”	as defined in Clause 11.4;
“Closing”	as defined in the Business and Asset Transfer Agreement;
“Confidential Information”	all information, documents or materials provided by the Disclosing Party to the Receiving Party in respect of business, finance, operation, technology, personnel or any other aspect of the Disclosing Party or its affiliates shall be deemed as confidential, whether in oral, in written, machine-readable or in any other form, including, but not limited to electronic media files, contracts, reports, memos, procedures, formulas, algorithms, projects, photographs, plans, drawings, concepts, products, specifications, sample ideas, airspeed measurements, names of customers, dealers and/or distributors, prices and costs, settings and marketing information, and all information, documents or materials derived from the foregoing;
“Disclosing Party”	any party which discloses Confidential Information;
“Event of Default”	as defined in Clause 7;
“Exclusive Consultancy Agreement”	the exclusive consultancy agreement entered into by WFOE and VIE Entity concurrently with this Agreement, pursuant to which VIE Entity engages WFOE as its exclusive service provider;

“Financial Indebtedness”	means, with respect to any Party, all kinds of indebtedness which, in accordance with generally accepted accounting principles in the PRC, will be included in determining liabilities as shown on the liability side of a balance sheet of that Party and all indebtedness and liabilities of others assumed or guaranteed or in respect of which that Party is secondarily or contingently liable (other than by endorsement of instruments in the course of collection), whether by reason of any agreement to acquire such indebtedness or to supply or advance sums or otherwise;
“Force Majeure Event”	means any extraordinary event or circumstance that is unforeseeable, unavoidable and out of control by any Party and that renders due performance of an obligation under this Agreement illegal or impracticable, including any change in law, natural disasters, strikes, war, riot, civil commotion, fire, explosion, sabotage, terrorism or embargo;
“Loan Agreement”	means the loan agreement entered into by WFOE and Shareholder pursuant to which WFOE agrees to make available to Shareholder a facility of RMB10,000,000 for the purpose of Shareholder’s capital contributions to VIE Entity;
“Option Interest”	as defined in Clause 2.1;
“Parties” or “Party”	collectively Shareholder, WFOE and VIE Entity, or individually, any of them, as the context requires;
“Power of Attorney”	the power of attorney entered into by Shareholder and WFOE concurrently with this Agreement, pursuant to which Shareholder authorizes WFOE as its exclusive agent to exercise all his rights and powers in his capacity as the shareholder of VIE Entity;
“PRC”	the People’s Republic of China and for the purposes of this Agreement, for the purposes of this Agreement only, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan;

“Receiving Party”	any party which receives Confidential Information;
“Recipient”	as defined in Clause 9.2;
“RMB”	the lawful currency for the time being of the PRC;
“Secured Obligations”	as defined in the Share Pledge Agreements;
“Senior Management”	Chief executive office, chief operation officer, chief financial officer, general manager, deputy general manager of VIE Entity and other managerial positions as defined by VIE Entity’s articles of association;
“Share Pledge Agreement”	the share pledge agreement entered into by WFOE, Shareholder and VIE Entity concurrently with this Agreement, pursuant to which Shareholder pledges 100% equity interests in VIE Entity held by him in favour of WFOE as security for full performance and discharge of the Secured Obligations;
“Shareholder”	LI Li (李丽), a Chinese citizen with her ID number 310105198005080043 and domicile at 103 No. 5 Lane 550, Fuquan Road, Changning District, Shanghai, who holds 100% equity interest in VIE Entity;
“Transaction Documents”	(1) the VIE Agreements.
“VIE Agreements”	collectively, (1) the Exclusive Consultancy Agreement; (2) this Agreement; (3) the Power of Attorney; (4) the Loan Agreement; and (5) the Share Pledge Agreement.

“VIE Entity”	Shanghai JiuGe Information Technology Co. Ltd. (上海九歌信息技术有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2762, 2/F, No.3 Xuanhua Road, Changning District, Shanghai;
“VIE Structure”	the variable interest entities structure as set forth in Schedule One;
“WFOE”	Shanghai JiuGe Business Management Co. Ltd. (上海九歌商务管理有限公司), a limited liability company incorporated under the laws of the PRC with its registered office at Room 2789, 2/F, No.3 Xuanhua Road, Changning District, Shanghai.

1.2 Interpretation

- (a) Any reference to “Party”, “Shareholder”, “WFOE” and “VIE Entity” shall include their respective successors and permitted assignees and any persons deriving title under them;
- (b) In this Agreement, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing one gender includes both genders and the neuter;
- (c) References to this Agreement shall be construed as references to this Agreement as amended or supplemented from time to time;
- (d) Headings are inserted for reference only and shall not affect the construction of this Agreement;
- (e) Words and expressions defined in the other Transaction Documents shall, unless otherwise specified, have the same meanings when used herein;
- (f) References herein to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time.

2. Call Option

- 2.1 Shareholder grants WFOE an exclusive, irrevocable and unconditional right to purchase or to designate a third party to purchase 100% equity interests held by Shareholder in VIE Entity (“**Option Interest**”) during the Call Option Period (“**Call Option**”).

- 2.2 The price for the Option Interest ("**Call Option Price**") shall be RMB one dollar or the lowest amount of consideration permitted under the PRC laws, whichever is lower, and shall be paid in cash.
- 2.3 The Call Option Price does not include applicable taxes in the PRC and VIE Entity shall pay such taxes.
- 2.4 WFOE may at its sole discretion exercise the Call Option at any time, in any manner and in any number of times during the Call Option Period insofar as permitted by the PRC laws by serving on Shareholder a written notice ("**Call Option Notice**") of WFOE's wish to exercise the Call Option.
- 2.5 Each Call Option Notice shall specify the percentage of equity interests in VIE Entity that WFOE wish to acquire.
- 2.6 Within five Business Days upon receipt of Call Option Notice, Shareholder shall enter into a share transfer agreement with WFOE and perfect filing, registration and approval requirements under the PRC laws, including without limitation to registration at AIC.
- 2.7 If for any reason a filing, registration or approval is not obtained for acquisition of any Option Interest, WFOE shall have the right to revoke the corresponding Call Option Notice, in which case the Call Option under this Clause shall continue unaffected and may be exercised by WFOE any time during the Call Option Period.

3. Term

- 3.1 This Agreement shall become effective upon the date of execution by the Parties and remain effective during the Call Option Period.

4. Representation and Warranty

- 4.1 WFOE represents and warrants to Shareholder that

- (a) it is duly incorporated and validly existing under the PRC laws;
- (b) it has full power and authority to enter into and perform this Agreement;
- (c) it has taken all requisite corporate actions in respect of execution and performance of this Agreement;
- (d) execution and performance of this Agreement will not violate the WFOE's articles of association, WFOE's obligations, contractual or otherwise, and the PRC laws;
- (e) there are no legal proceedings pending or, to its knowledge, threatened against WFOE.

- 4.2 Shareholder represents and warrants to WFOE that

- (a) he is the sole legal and beneficial owner of the Option Interest;
- (b) he has full power and authority to enter into and perform this Agreement;

- (c) execution and performance of this Agreement reflects his genuine intention;
- (d) the Option Interest are validly issued and fully paid up;
- (e) the Option Interest are free of encumbrances of any kind except for the encumbrances created under the Transaction Documents;
- (f) the Option Interest is not subject to any option to purchase or pre-emptive rights except for those created under the Transaction Documents.

4.3 VIE Entity represents and warrants to WFOE that

- (a) it is duly incorporated and validly existing under the PRC laws;
- (b) it has full power and authority to enter into and perform this Agreement;
- (c) it has taken all requisite corporate actions in respect of execution and performance of this Agreement;
- (d) execution and performance of this Agreement will not violate VIE Entity's articles of association, VIE Entity's obligations (contractual or otherwise) and the PRC laws;
- (e) the Option Interest are validly issued and fully paid up;
- (f) there are no legal proceedings pending or, to its knowledge, threatened against VIE Entity.

5. Undertakings

5.1 Shareholder undertakes that unless having obtained prior written consent of WFOE, he may not

- (a) transfer or dispose of the Option Interest in any manner;
- (b) transfer or dispose of any of VIE Entity's assets in any manner;
- (c) create encumbrances of any kind over the Option Interest except for the encumbrances created under the Transaction Documents;
- (d) resolve to or procure VIE Entity to
 - (i) change its registered capital;
 - (ii) amend its articles of association;
 - (iii) change any of its shareholders;
 - (iv) appoint, remove or replace its Senior Management;
 - (v) make or receive investment of any kind or merge or consolidate with any entity;
 - (vi) change information filed at the competent authorities in the PRC;
 - (vii) make any lending or borrowing or provide security of any kind;

- (viii) pay, make or declare any dividend, charge, fee or other distribution of any kind;
- (ix) incur, create or permit to subsist or have outstanding any Financial Indebtedness;
- (x) enter into any agreements which conflict with this Agreement;
- (xi) do any acts which would adversely impair its ability to perform the obligations under the Transaction Documents.

5.2 Shareholder further undertakes that

- (a) he shall use his best endeavors to maintain VIE Entity in valid existence in accordance with the PRC laws;
- (b) he shall notify WFOE in a timely manner any event or circumstances which would adversely impair the valid existence, financial conditions, assets or goodwill of VIE Entity.

6. Assignees and Successors

- 6.1 Neither Shareholder nor VIE Entity may assign any of its rights and obligations under this Agreement without the prior written consent of WFOE.
- 6.2 WFOE may assign any of its rights and obligations under this Agreement by giving prior written notice to Shareholder and VIE Entity.
- 6.3 This Agreement shall be binding upon the respective successors and permitted assignees of and any persons deriving title from Shareholder, WFOE and VIE Entity.

7. Events of Default

7.1 Each of the following events shall be an event of default ("**Event of Default**")

- (a) if Shareholder or VIE Entity fails to perform or observe any of its obligations under the Transaction Documents;
- (b) if any representations, warranties or undertakings made by Shareholder or VIE Entity under the Transaction Documents proves to be untrue or inaccurate in any material respect and such breach, if capable of remedy, is not cured within ten Business Days;
- (c) if Shareholder or VIE Entity fails to perform or observe any of its obligations under the Transaction Documents;
- (d) if for any reasons any material obligations under the Transaction Documents cease to be legal, valid, binding and enforceable;
- (e) if any Change of Control occurs without WFOE's prior consent;
- (f) if any change is made to the VIE Structure or any provisions of the VIE Agreements without WFOE's prior consent;

- (g) if any litigation, arbitration, administrative, governmental, regulatory or other investigation, proceedings or dispute are commenced or threatened against Shareholder or VIE Entity.

7.2 If an Event of Default occurs and is continuing, WFOE may exercise any or all of its rights, remedies and powers under any of the Transaction Documents.

8. Termination

8.1 This Agreement may be terminated at any time with agreement of the Parties.

8.2 WFOE may unilaterally terminate this Agreement by giving one-month written notice to the other Parties without any cost, penalty and/or liability.

8.3 Under no circumstances Shareholder or VIE Entity may unilaterally terminate this Agreement.

9. Confidentiality

9.1 During the term of this Agreement and for a period of ten years after the date of expiry of all the Transaction Documents, the Receiving Party shall:

- (a) keep Confidential Information in confidence;
- (b) not disclose Confidential Information to any person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 9.2 and 9.3; and
- (c) not use Confidential Information for any purpose other than the performance of its obligations under the Transaction Documents.

9.2 During the term of this Agreement, the Receiving Party may disclose Confidential Information to any of its directors, employees, agents and professional advisers (each a "Recipient") to the extent that such disclosure is reasonably necessary for the purposes of the Transaction Documents.

9.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement.

9.4 The obligations contained in Clauses 9.1 to 9.3 shall not apply to any Confidential Information which:

- (a) at the date of this Agreement is in, or at any time after the date of this Agreement comes into, the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
- (b) was not obtained directly or indirectly from the Disclosing Party and which was available to the Receiving Party or to a Recipient on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not and has not been bound by any obligations of confidentiality with the Disclosing Party; or

(c) was required to be disclosed in accordance with applicable laws or regulations of a stock exchange.

10. Force Majeure

- 10.1 If a Force Majeure Event occurs, to the extent that any obligations of any Party under this Agreement cannot be performed as a result of such Force Majeure Event, such obligations shall be suspended so long as such Force Majeure Event subsists and the due date for performance thereof shall be automatically extended, without penalty, for a period equal to such suspension.
- 10.2 The Party encountering a Force Majeure Event shall promptly inform the other Parties in writing and shall furnish proof of such Force Majeure Event.
- 10.3 The Party encountering a Force Majeure Event shall also use all reasonable endeavours to mitigate the effects of such Force Majeure Event.
- 10.4 If a Force Majeure Event occurs, the Parties shall immediately consult with each other in order to find a fair and reasonable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure Event.

11. Governing Law and Dispute Resolution

- 11.1 This Agreement shall be governed by and construed in accordance with the PRC laws.
- 11.2 In the event any dispute arises out of or in connection with this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations.
- 11.3 If any dispute has not been resolved by friendly consultations within fifteen Business Days after any Party has served written notice on the other Parties requesting the commencement of such consultations, then any Party may demand that the dispute be finally settled by arbitration in accordance with the following provisions of this Clause 11.
- 11.4 The arbitration shall be submitted to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration in accordance with its arbitration rules in force at the date of submission of the dispute, which rules are deemed to be incorporated by reference in this Clause 11.
- 11.5 The place of the arbitration shall be Beijing and the language of the arbitration shall be English.
- 11.6 The appointing authority shall be CIETAC. There shall be three arbitrators. One arbitrator shall be nominated by Shareholder and one arbitrator shall be nominated by WFOE. The two arbitrators so chosen shall select a third arbitrator, provided that if such two arbitrators shall fail to choose a third arbitrator within thirty days after such two arbitrators have been selected, CIETAC, upon the request of any Party, shall appoint a third arbitrator. The third arbitrator shall be the presiding arbitrator.

- 11.7 The arbitration shall be conducted in private. The Parties agree that all documents and evidence submitted in the arbitration (including without limitation any statements of case and any interim or final award, as well as the fact that an arbitral award has been made) shall remain confidential both during and after any final award that is rendered unless the Parties otherwise agree in writing or unless otherwise required by law.

12. Miscellaneous

12.1 Notices

- (a) Any notice or other communication provided for in this Agreement shall be in writing in the English language and shall be served on the Parties at the respective addresses or the facsimile numbers or the email addresses (as the case may be) below:

- (i) To WFOE

Attention:

Address:

Telephone:

Fax:

Email:

- (ii) To Shareholder

Attention:

Address:

Telephone:

Fax:

Email:

- (iii) To VIE Entity

Attention:

Address:

Telephone:

Fax:

Email:

- (b) A notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received two Business Days after posting and in proving the time of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and, and in the case of a facsimile message or an electronic mail, shall be deemed to be received on the date of transmission (in the territory of the recipient). If a communication would otherwise be deemed to have been delivered outside normal business hours (being 9:00 a.m. to 5:00 p.m. on a Business Day) in the time zone of the territory of the recipient under the provisions of this Clause 12.1, it shall be deemed to have been delivered at the next opening of business in the territory of the recipient. Any party may change its address for purposes hereof by not less than five Business Days' notice as aforesaid to the other Parties.

12.2 Entire Agreement

This Agreement supersedes any previous agreement between the Parties in relation to the transaction contemplated by the Transaction Documents.

12.3 No Waiver

- (a) No waiver of any provision of this Agreement shall be effective unless made in a written instrument signed by the Party waiving such provision;
- (b) Any failure or delay by any Party to exercise any rights and powers under this Agreement shall not be deemed to be a waiver of such rights and powers.

12.4 Illegality and Severability

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the PRC laws, the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.5 Expenses and Fees

Unless agreed otherwise, the Parties agree that each Party shall assume its own expenses, fees and taxes in connection with preparation, execution and performance of this Agreement.

12.6 Amendment

This Agreement may be changed or amended by written agreement signed by all Parties.

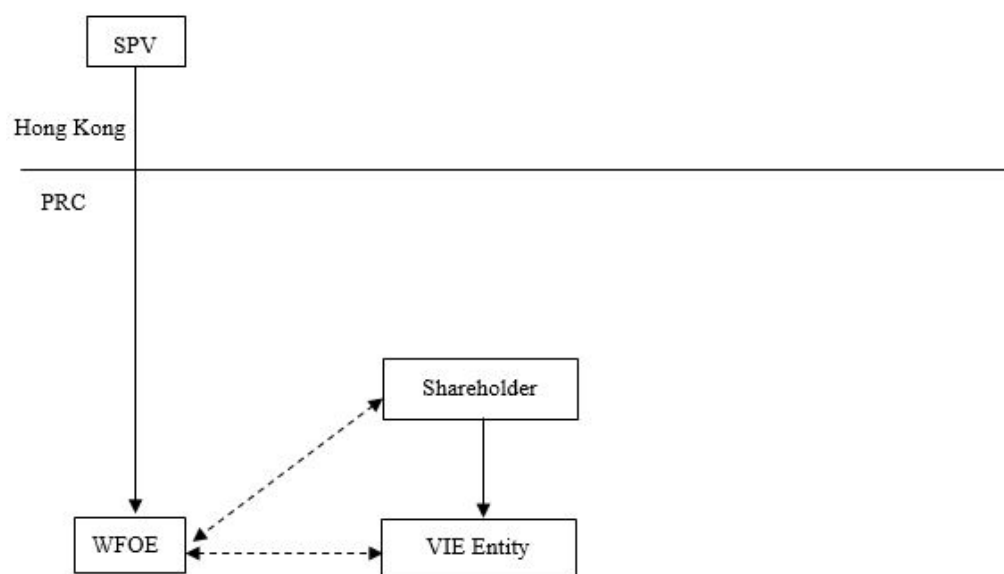
12.7 Language

This Agreement shall be made in English.

12.8 Counterparts

This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument.

Schedule One VIE Structure



—————> Unless specified, representing 100% equity interests.

←-----→ Contractual arrangements by VIE Agreements.

SPV special purpose vehicle

(Signature Page)

LI Li ()

Signature:_____

Shanghai JiuGe Business Management Co. Ltd. ()

Authorized Signature (Stamp):_____

Shanghai JiuGe Information Technology Co. Ltd. ()

Authorized Signature (Stamp):_____

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本公司于2018年10月16日召开临时股东大会

审议通过了《关于公司首次公开发行股票并在科创板上市招股说明书3002789号“招股”》

并于2018年10月16日召开临时股东大会审议通过了《关于公司首次公开发行股票并在科创板上市招股说明书3002789号“招股”》

并于2018年10月16日召开临时股东大会审议通过了《关于公司首次公开发行股票并在科创板上市招股说明书3002789号“VIE”》

1. 公司简介

1.1 公司概况

本公司是一家主要从事

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“” 主要业务

“” 主要业务

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(1) 100% VIE

(2) VIE□□□□□□□□

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7.1

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(c)



(d) 因本集团业务需要而发生的其他费用

(e) 因本集团业务需要而发生的其他费用

7.2 利润分配

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7.3 VIE

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(d) 利润分配VIE

(e) 利润分配



(f) 因VIE架构而引发的法律风险

8. 其他

8.1 其他事项

(a) 其他事项

(b) 因VIE架构而引发的法律风险

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(viii) 其他事项

(ix) 其他事项;

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- (c) 公司VIE架构的实际控制人
- (d) 公司实际控制人
- (e) 公司实际控制人
- (f) 公司实际控制人VIE架构的实际控制人
- (g) 公司实际控制人VIE架构的实际控制人

10.2 公司实际控制人

11. 公司

11.1 公司

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11.3 公司VIE架构的实际控制人

12. 公司

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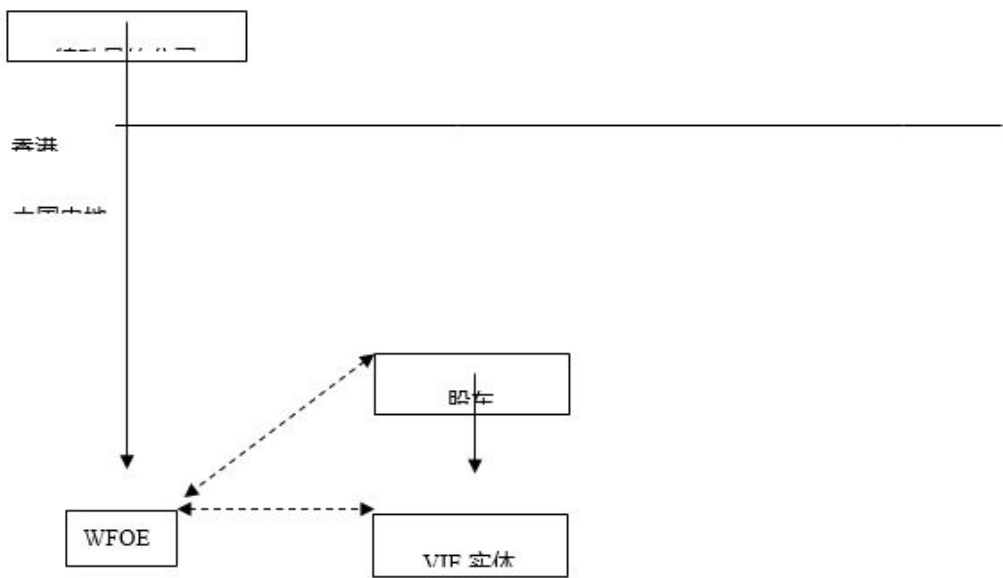
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附件一 VIE 架构



————→ 除另有说明外，代表 100%股权。

↔ VIE 合同安排。

SPV 特殊目的公司

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