

Set out below is the English translation of the corresponding original Chinese agreement for reference only and should not be regarded as the official English translation of the Chinese agreement. If there is any inconsistency between the English translation and the Chinese agreement, the Chinese agreement shall prevail.

### **Exclusive Management and Consultation Service Agreement**

This Agreement is signed by the following two parties on 23 December, 2013:

北京万驰科技有限公司 (Beijing Wanchi Technology Company Limited\*) (hereafter referred to as “Wanchi Technology”), a wholly foreign owned company with limited liability incorporated in Beijing, the PRC with its registered address at Room 306, 3/F, No. 69, West Fourth Ring North Road, Haidian District, Beijing;

北京市金禧典当有限责任公司 (Beijing City Jinxi Pawning Company Limited\*) (hereafter referred to as “Beijing Jinxi”), a limited liability company incorporated in Beijing, the PRC with its registered address at South Wing, Level 1, (B) 23-5, Building 23 (B), Block 2, Sanlihe Xicheng District, Beijing;

Hereafter referred to as “a party” separately and “both parties” together.

Whereas:

1. Wanchi Technology is an enterprise principally engaged in the investment consultancy, the enterprise management and other businesses with the corresponding business experiences and business resources;
2. Beijing Jinxi is a company specialized in the pawning operation business;
3. Both parties hereto has signed the *Proxy Agreement*, the *Equity Pledge Agreement* and the *Exclusive Option Agreement* (together with this Agreement, the *Proxy Agreement* and the *Equity Pledge Agreement* referred to as the “Structural Contracts”) with 中金福(北京)投资管理有限责任公司(ZhongJinfu (Beijing) Investment Management Company Limited\*), 云水月投资管理(北京)有限公司 (YunShuiyue Investment Management (Beijing) Company Limited\*), Dai Di, Dai Hao and Jin Yu on 23 December, 2013;
4. In accordance with the terms and conditions hereof, Beijing Jinxi proposes to entrust Wanchi Technology to provide the sole and exclusive services stipulated herein under the conditions and terms hereunder and Wanchi Technology agrees to provide such services to Beijing Jinxi.

Accordingly, both parties reached the following agreements through friendly negotiation:

#### **1. Definition and Interpretation**

1.1 Unless otherwise stipulated in the context, the following terms shall have the following meanings when used in this Agreement:

“This Agreement”	the text and attachments of this Agreement;
“Beijing Jinxi Pawning Business”	any businesses Beijing Jinxi currently and in the future engaged in;
“Service”	the services provided to Beijing Jinxi in accordance with the provisions of Clause 2 hereof by Wanchi Technology;
“Service Period”	the period for Wanchi Technology to provide the Service to Beijing Jinxi in accordance with the provisions of Clause 3 hereof;
“Service Fees”	the fees paid to Wanchi Technology by Beijing Jinxi in accordance with the provisions of Clause 4 hereof;
“RMB”	the lawful currency of the PRC;
“Business Day”	any day other than Saturday, Sunday, statutory holidays or the days on which the bank in the PRC suspend operation;
“PRC”	the People’s Republic of China, and for the purpose of this Agreement, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan area;
“PRC Laws”	the laws, regulations, rules and other documents with legal and binding effects being in force at the time and the laws, regulations, rules and other documents to be implemented in the PRC from time to time in the future.

## **2. Service Contents**

2.1 Wanchi Technology shall accept the entrustment of Beijing Jinxi to conduct the overall operation and management on the Beijing Jinxi Pawning Business during the Service Period in accordance with the provisions hereof, including but not limited to:

- (a) Assisting Beijing Jinxi in establishing the management mode and operation plans of the company;
- (b) Assisting Beijing Jinxi in establishing the corporate standardization and the pawning management system;
- (c) Assisting Beijing Jinxi in setting the market development plan;

- (d) Providing Beijing Jinxi with the market information and client resources information;
- (e) Conducting professional industry and market research and investigation upon entrustment;
- (f) Conducting trainings on the working staff of Beijing Jinxi and improve their professional levels;
- (g) Other services reasonably requested by Beijing Jinxi.

2.2 The entrustment on Wanchi Technology to provide the above services by Beijing Jinxi shall be sole and exclusive, namely Beijing Jinxi shall agree to accept the above services provided by Wanchi Technology. Besides, Beijing Jinxi shall further agree that without the prior written consent of Wanchi Technology, Beijing Jinxi shall not accept the same or similar professional consultancies and services as stipulated in Clause 2.1 provided by any third parties during the term of this Agreement.

2.3 Both parties shall agree that Wanchi Technology shall be entitled to issue a written notice to Beijing Jinxi and partially or fully authorize the subsidiaries or connected companies of Wanchi Technology to exercise its right to provide the above services and charge the Service Fees hereunder.

2.4 Without the prior written consent of Wanchi Technology, Beijing Jinxi shall not transfer any of the rights it enjoyed and the obligations it assumed hereunder to any third parties.

### **3. Service Period**

3.1 The Service Period for Wanchi Technology to provide the Service shall be effective from the signing of the date of this Agreement. It shall be automatically renewed for 10 years upon the expiry of the Service Period and shall be automatically renewed for 10 years upon each expiry unless Wanchi Technology notifies Beijing Jinxi that it shall not renew the Service Period 30 days before the expiry of the Service Period.

### **4. Service Fees**

4.1 Beijing Jinxi shall agree to pay the Service Fees for the Service provided by Wanchi Technology in accordance with the provisions hereof. The Service Fees shall be calculated and paid in the method stipulated in Attachment I based on the specific Service contents and Service time provided by Wanchi Technology under the normal commercial standards.

- 4.2 The Service Fees shall be paid by Beijing Jinxi to Wanchi Technology or its authorized subsidiaries or connected companies in the payment method designated by Wanchi Technology. Both parties shall agree that Wanchi Technology can agree Beijing Jinxi to delay in the payment of the Service Fees on the principle or condition that Wanchi can realize the collection of the Service Fees or adjust the time arrangement on the payment of the Service Fees by Beijing Jinxi to Wanchi Technology as stipulated under Clause 4.1 in written.
- 4.3 Both parties shall agree that Wanchi Technology shall enjoy and assume any economic benefits and risks of Beijing Jinxi during the valid term of this Agreement. Whenever Beijing Jinxi encounters operation losses or significant operation difficulties, Wanchi Technology can provide it with financial assistance. Where the above circumstances happened, Wanchi Technology shall be entitled to determine whether Beijing Jinxi will continue to operate and Beijing Jinxi shall unconditionally recognize and agree the above determination of Wanchi Technology.
- 4.4 Both parties shall assume their respective taxes and fees to be contributed in accordance with laws on the signing and performance of this Agreement. Where upon the request of Wanchi Technology, Beijing Jinxi shall try to assist Wanchi Technology in obtaining the treatment of the exemption or reduction of the business tax on all or part of the Service Fees hereunder.

## **5. Representations, Guarantees and Warranties of Both Parties**

- 5.1 Both parties shall represent and guarantee to the other party respectively:
- (a) The party is a legal person legally established and effectively subsists. It has obtained all government approvals, qualifications, licenses etc. for conducting relevant businesses in accordance with relevant and applicable laws and shall be entitled to sign this Agreement and perform the obligations hereunder. The board of directors or other similar power authorities of the party has formally and effectively taken all necessary measures or other actions to approve the signing, submission and performance of this Agreement. This Agreement shall be effective and have binding effects over both parties after coming into effect and can enforce against the other party in accordance with the provisions of this Agreement.

- (b) The signing, submission and performance of this Agreement: (i) shall not have conflicts with the following documents, breach their provisions or breach the following documents after receiving relevant notices or with the passage of time: (A) its business license, articles of association, approvals, government approvals on its establishment, agreements in relation to its establishment or any other guidance documents, (B) any PRC Laws or other laws and regulations having binding effects on it, (C) any contracts or other documents to which it is a party in question or having binding effects on it or its assets; (ii) shall not cause its assets to have any mortgages or other encumbrances or make any third parties to be entitled to set any mortgages or encumbrances on its assets; (iii) shall not result in the termination or modification to the provisions of any contracts or other documents to which it is a party in question or having binding effects on it or its assets or cause any other third parties to be entitled to terminate or modify the provisions of such documents; (iv) shall not result in the suspension, revoking, damage, confiscation or unrenovability upon expiry of any government approvals, licenses, registration etc. applicable to it;
- (c) There are no happened or pending lawsuits, arbitrations or other judicial or administrative procedures affecting the ability of the party in performing the obligations hereunder and to its knowledge, no one threat to take the foregoing actions; and
- (d) The party has disclosed all contracts, government approvals or licenses possibly having significant and adverse effects on its ability in full performance of the obligations hereunder or other documents to which it is a party in question or having binding effects on it or its assets to the other party and there are no untrue statements or the omission of any important statements in the documents previously provided to the other party by it.

5.2 Beijing Jinxi shall make the following further warranties to Wanchi Technology:

- (a) Beijing Jinxi shall pay the Service Fees to Wanchi Technology in time and in full in accordance with the provisions hereof.
- (b) During the Service Period:
  - (i) Maintain the continuous effectiveness of licenses and qualifications in relation to the businesses of Beijing Jinxi; and
  - (ii) Actively assist Wanchi Technology in providing the Service and accept the reasonable advices and proposals made by Wanchi Technology on the business of Beijing Jinxi.

- (c) It shall notify Wanchi Technology of the circumstances having or possibly having significant and adverse effects on its business and operation in time and try its best to prevent the happening of such circumstances and/or the expansion of losses.
  - (d) Once upon the written request made by Wanchi Technology, it shall provide all receivable amounts and/or other assets with legal ownership and can dispose as the guarantees for the performance of the payment obligations provided in Clause 4 hereof in the form permitted by then laws.
  - (e) It shall compensate all losses of Wanchi Technology arising or possible arising from providing the Service and assure it undamaged, including but not limited to any losses arising from the lawsuits, recoveries, arbitrations or claims for compensation lodged by any third parties or the administrative investigation and punishment of government authorities but excluding the losses arising from the willful or gross negligence of Wanchi Technology and such losses shall not be covered by the compensation.
  - (f) Without the written consent of Wanchi Technology, it shall not enter into any other agreements or arrangements having conflicts with this Agreement or possibly endangering the interests of Wanchi Technology hereunder.
- 5.3 Without the prior written consent of Wanchi Technology, Beijing Jinxi shall not accept same or similar services with the Service under Clause 2.1 hereof provided by any third parties other than Wanchi Technology during the Service Period.
- 5.4 Without the prior written consent of Wanchi Technology, Beijing Jinxi shall not sell, transfer, pledge or dispose any assets (other than required in the daily business operation), business or the legal interests on revenues in other form or provide guarantees to any third parties or allow any third parties to set any other mortgage interests on its assets or interests (other than required in the daily business operation).
- 5.5 Without the prior written consent of Wanchi Technology, Beijing Jinxi shall not have inheritances, guarantees or any debts (other than required in the daily business operation).
- 5.6 Without the prior written consent of Wanchi Technology, Beijing Jinxi shall not enter into any material contracts (other than required in the daily business operation).
- 5.7 Without the prior written consent of Wanchi Technology, Beijing Jinxi shall not merge or consolidate any third parties or form joint entities with them, or acquire any third parties or to be acquired or controlled, increase or reduce its registered capitals or change its shareholding structure in other forms.

- 5.8 On the condition that it is permitted by PRC Laws, Beijing Jinxi shall appoint the persons recommended by Wanchi Technology as the directors and senior management of the company. Unless obtained the prior written consent of Wanchi Technology or there being statutory reasons, Beijing Jinxi shall not refuse to appoint the persons recommended by Wanchi Technology for any other reasons.
- 5.9 Wanchi Technology shall be entitled to inspect the accounts of Beijing Jinxi regularly and at any time. During the valid term of this Agreement, Beijing Jinxi shall assist Wanchi Technology and its direct or indirect shareholders in conducting the auditing, the due diligence and other work and provide the auditors appointed by them and/or other professionals with relevant information and materials about the operation, business, clients, finance, staff and others about Beijing Jinxi and shall agree that Wanchi Technology or its shareholders can disclose such information and materials when necessary for listing or being acquired.
- 5.10 Both parties shall guarantee to the other party that it shall sign all reasonable and necessary documents and conduct all reasonable and necessary actions, including but not limited to issuing the necessary authorization documents to the other party, to implement the provisions herein or achieve the purposes hereof.
- 5.11 Wanchi Technology shall warrant that it shall exercise the exclusive purchasing right under the *Exclusive Option Agreement* as soon as practicable on the day when Wanchi Technology is permitted to directly conduct the pawning business under PRC Laws in order to make Wanchi Technology directly conduct the pawning business and terminate the Structural Contracts.

## **6. Other Expenses**

- 6.1 Unless otherwise stipulated herein, both parties shall separately assume their respective expenses to be paid in the performance of this Agreement.

## **7. Confidentiality**

- 7.1 Prior to the signing of this Agreement and during the term of this Agreement, one party (the “Disclosing Party”) has disclosed or may disclose its confidential information (including but not limited to the operation information, the clients information, the financial information, the contracts etc.) from time to time to the other party (the “Receiving Party”). The Receiving Party shall keep the confidential information confidential and shall not use the confidential information for other purposes other than those specified in the contract. The foregoing provisions shall not apply to the following information: (a) the Receiving Party has the written records prepared before the Disclosing Party disclosed to it certifying that it has mastered; (b) those have entered or will enter into the public area not as a result of the Receiving Party breaching this Agreement; and (c) the Receiving Party obtained from the third party with no confidentiality obligations for such information; and (d) the information to be disclosed by either party in accordance with relevant laws, regulations or requirements of regulatory authorities or the information disclosed to its employees, agents, legal advisors or financial advisors as a result of its normal operation (provided that the Receiving Party shall guarantee that the above persons shall abide by relevant terms and conditions of this Agreement and assume any responsibilities arising from the breaching of relevant terms and conditions of this Agreement by the above persons).
- 7.2 Once this Agreement is terminated, Beijing Jinxi shall return any documents, materials or software containing confidential information to Wanchi Technology according to its requirements and shall delete any confidential information from any relevant memory devices and shall not continue to use such confidential information.
- 7.3 The above confidentiality obligation shall be continuous to both parties hereto and shall not terminate with the termination of this Agreement.

## **8. Force Majeure**

- 8.1 The “force majeure” shall refer to the unpredictable, unavoidable and unconquerable events resulting in the failure to perform this Agreement partly or in full by either party hereto. Such events shall include but not limited to natural disasters, windstorms, tornados and other weather conditions, strikeout, shutout, lockout or other industrial issues, wars, riots and civil commotions, conspiracies, acts of hostile countries, behaviors of terrorism or violence organized by criminal organizations, blockade, serious illnesses or epidemics, earthquakes or other crustal movements, floods and other natural disasters, bomb explosions or other explosions, fire, accidents and changes stipulated by laws or applicable to it.



- 8.2 Where the force majeure happened, the obligations of either party hereunder shall be suspended automatically during the delay period as a result of the force majeure and its performance period shall extend automatically and the extension period shall be the suspension period and the party shall not be punished or assume responsibilities arising herefrom. Where the force majeure happened, both parties shall conduct negotiation immediately and seek a fair solution and try all reasonable efforts to minimize the effects of the force majeure.

## **9. Responsibilities on Breaching the Contract**

- 9.1 Both parties shall agree and confirm that if either party (hereafter referred to as the “**Breaching Party**”) actually breached either provision hereunder or actually failed or delayed in performing either obligation hereunder, it shall constitute the breaching of the contract hereunder (hereafter referred to as the “**Breaching**”). The non-breaching party shall be entitled to require the Breaching Party rectifying or taking remedial measures within the reasonable limit. Where the Breaching Party fails to rectify or take remedial measures within the reasonable limit or within 10 days after the non-breaching party made the written notice and made the requirement for remedies, the non-breaching party shall be entitled to determine on its own that:

- (a) Where Beijing Jinxi is the Breaching Party, Wanchi Technology shall be entitled to terminate this Agreement and require the Breaching Party to make compensations on damages;
- (b) Where Wanchi Technology is the Breaching Party, the non-breaching party shall be entitled to require Wanchi Technology to make compensations on damages. Unless otherwise provided by laws, it shall not be entitled to terminate or rescind this Contract under any circumstances.

- 9.2 Notwithstanding the provisions of the above Clause 9.1, both parties shall agree and confirm that unless otherwise provided by laws or this Agreement, Beijing Jinxi shall not be entitled to terminate this Agreement for any reasons under any circumstances.

- 9.3 Notwithstanding other provisions of this Agreement, the effectiveness provided in this Clause 9 shall not be affected by the termination of this Agreement.

## **10. Effectiveness and Termination**

- 10.1 This Agreement shall come into effect from August 1, 2013 and shall not be rescinded once came into effect until both parties terminated this Agreement in the written form or all equities in Beijing Jinxi held by ZhongJinfu and YunShuiyue have been legally and effectively transferred to Wanchi Technology and/or the persons (the “Designated Persons”, including but not limited to Wanchi Technology and/or its directors, successors and the liquidators for bankruptcy) designated by Wanchi Technology (namely, all equity interests in Beijing Jinxi have been registered under the names of Wanchi Technology and/or the Designated Persons as shown in the industrial, and commercial registry) or all assets of Beijing Jinxi have been legally and effectively transferred to Wanchi Technology and/or the Designated Persons. Notwithstanding the above provisions, Wanchi Technology shall always be entitled to issue a 30 days’ written notice to Beijing Jinxi to rescind this Contract at any time and Wanchi Technology shall not assume any breaching responsibilities for its action of arbitrary termination of this Agreement.
- 10.2 Both parties hereto shall complete the approval and registration procedures for the renewal of the operation period within 3 months before the expiry of their respective operation periods in order to make the valid term of this Agreement subsist.

## **11. Applicable Laws and Disputes Settlement**

- 11.1 The effectiveness, interpretation, performance of this Agreement and the settlement of disputes and other matters shall be governed by PRC Laws.
- 11.2 For all disputes hereunder, both parties shall first settle through friendly negotiation. Where it fails to be settled through negotiation within thirty days after the happening of disputes, either party shall be entitled to submit the disputes to the China International Economic and Trade Arbitration Commission Beijing Branch and conduct arbitration by three arbitrators in accordance with its arbitration rules in force upon the application for arbitration. The arbitration awards shall be conclusive and have binding effects to both parties of the arbitration. During the arbitration period, other than the matters or obligations with disputes submitted for arbitration, both parties shall continue to perform other obligations stipulated herein. Subject to the provisions of PRC Laws, the arbitrators shall be entitled to make appropriate awards based on the actual conditions to provide Wanchi Technology with appropriate legal remedies, including: (1) the determination to take remedial measures for the equity interests or the land assets and other assets of Beijing Jinxi; (2) the injunctive relief, such as requiring Beijing Jinxi to conduct the business operation or compulsorily transfer the assets of Beijing Jinxi; (3) the determination on Beijing Jinxi to conduct liquidation.

11.3 Subject to the provisions of PRC Laws, prior to the forming of the arbitral tribunal by the China International Economic and Trade Arbitration Commission Beijing Branch in accordance with the arbitration rules or under appropriate circumstances, the competent courts in the following places shall be entitled to judge to make temporary remedial measures to support the arbitration: (1) Hong Kong Special Administrative Region; (2) the place where Prima Finance Holdings Limited was incorporated, namely the Cayman Islands; (3) the place where Beijing Jinxi was registered; and (4) the places where major assets of Prima Finance Holdings Limited or Beijing Jinxi are located.

## **12. General Provisions**

12.1 During the Service Period herein, neither party shall transfer part or all of the rights and obligations hereunder to the third parties without the prior written consent of the other party, except the circumstances where Wanchi Technology transfers to its connected parties.

12.2 Where any provisions of this Agreement are invalid, illegal or unenforceable in accordance with PRC Laws, all other provisions hereof shall remain their full force. Where any provisions are determined to be invalid, illegal or unenforceable, both parties hereto shall conduct a negotiation in good faith and make modifications to this Agreement to achieve the original purposes of both parties in acceptable methods as approximate as possible.

12.3 Where relevant regulatory authorities (including but not limited to national and local regulatory authorities) make any modification proposals to this Agreement, both parties shall make modifications to this Agreement through negotiation based on this.

12.4 This Agreement shall constitute all agreements by both parties to achieve the subject hereof and shall supersede all consultations and negotiations conducted and agreements reached previously by both parties for this subject.

12.5 Where either party fails or delays in exercising certain rights hereunder, it shall not constitute the waiver of such rights by this party. Where such party has exercised or partly exercised certain rights, it shall not impede the exercising of such rights for a second time in the future.

12.6 This Agreement shall have legal and binding effects on both parties hereto and the legal successors and transferees of such party.

12.7 The notices or written letters (including but not limited to the written documents or notices hereunder) issued by one party hereto to the other party shall be in the forms of letters or faxes and shall be mailed or faxed to the corresponding party. The reception day for the notices or letters shall be the third Business Day after the letters are sent where they are delivered in letters or the following Business Day after sending where they are delivered through fax. All notices and letters shall be sent based on the following contact methods until either party notifies the other party of the changes of the contact methods in written.

To: Beijing Wanchi Technology Company Limited\*

Contact: Wang Yuqing

Add.: Room 306, 3/F, No. 69, West Fourth Ring North Road, Haidian District, Beijing

Fax/Tel.: 010-88498869

To: Beijing City Jinxi Pawning Company Limited\*

Contact: Zu Jie

Add.: South Wing, Level 1, (B) 23-5, Building 23 (B), Block 2, Sanlihe Xicheng District, Beijing

Fax/Tel.: 010-68583872

12.8 Both parties can sign supplemental agreements to this Agreement and its relevant matters. Any modifications and supplementations to this Agreement shall be conducted in the written form other than the transfer of the rights hereunder by Wanchi Technology in accordance with the provisions of Clause 12.1. The modifications and supplementations to this Agreement shall come into effect after both parties hereto properly signed. Where any modifications or supplementations to this Agreement need to obtain the approvals of any government authorities and/or handle the registration or filing procedures at any government authorities in accordance with laws, both parties shall obtain such approvals and/or complete such registration or filing procedures.

12.9 This Agreement shall be in Chinese and is executed in duplicate. Each party shall hold one copy and each copy shall have equal legal effects. Both parties can sign the photocopies of this Agreement separately.

[No text below]

[This is the signature page of the *Exclusive Management and Consultation Service Agreement*]

Beijing Wanchi Technology Company Limited\* (Official seal)

Legal representative (or authorized representative): \_\_\_\_\_

Beijing City Jinxi Pawning Company Limited\* (Official seal)

Legal representative (or authorized representative): \_\_\_\_\_

Attachment I: Calculation and Payment Method of the Service Fees

I. Service Scope

1. Service contents

Wanchi Technology shall agree to accept the entrustment of Beijing Jinxi within the Service Period and conduct the overall operation and management of the pawning business of Beijing Jinxi and its subsidiaries, including but not limited to:

- (1) Assisting Beijing Jinxi in establishing the management mode and operation plans of the company;
- (2) Assisting Beijing Jinxi in establishing the corporate standardization and the pawning management system;

Part I: Establishment of a standard and scientific core management system		
No.	Service module	Major working contents
1	Design of the enterprise organizational system	Design of the enterprise management and organizational structure Design of the position system Explanation on the duties and authorities of each department Explanation on the duties and authorities of positions
2	Arrangement and design of business processes	Planning and design of the macro business processes based on the whole company the business operation processes of the operation departments the design of processes of finance and other departments
3	Design of the business and management system of the marketing system	Design of the business system of the marketing system Design of the management system of the marketing system Design of the business processes of the marketing system Design of the management processes of the marketing system
4	Design of the business and management system of the financial management system	—Financial accounting—Design of the business processes and the management system —Cash management—Design of the business processes and the management system —Salaries accounting and management—Design of the business processes and the management system —Fixed assets accounting and management—Design of the business processes and the management system —Receivables management—Design of the business processes and the management system

		<p>—Payables management—Design of the business processes and the management system</p> <p>—Assets management—Design of the business processes and the management system</p> <p>—Cash flows—Design of the business processes and the management system</p> <p>—Fees management—Design of the business processes and the management system</p> <p>—Tax planning—Design of the business processes and the management system</p> <p>—Budget management—Design of the business processes and the management system</p> <p>—Financial analysis—Design of the business processes and the management system</p>
Part II: Services for the implementation of the pawning businesses management software		
1	Pawning software	The number of sites shall be subject to meeting the requirements of the company in the Service Period of this Agreement
1.1	Civilian goods management system	
1.2	Transportation vehicles management system	
1.3	Real estate management system	
1.4	Management system	
2	Pawning implementation	The implementation of the corresponding pawning system, including the implementation and realization to the maximum extent in accordance with the requirements of the standard management system.

- (3) Assisting Beijing Jinxi in setting the market development plan;
- (4) Providing Beijing Jinxi with the market information and client resources information;
- (5) Conducting professional industry and market research and investigation upon entrustment;
- (6) Conducting trainings on the working staff of Beijing Jinxi and improve their professional levels;
- (7) Other services reasonably requested by Beijing Jinxi.

## 2. Service fees

Beijing Jinxi shall pay the profits before the income taxes after deducting relevant costs and reasonable fees audited in accordance with the Hong Kong Financial Reporting Standards to Wanchi Technology as its Service Fees for providing the Service stipulated herein after meeting the provisions of PRC Laws.

All banking charges arising from the payment shall be assumed by Beijing Jinxi. All payments shall be transferred to the bank accounts designated by Wanchi Technology in the form of remittance or other methods recognized by both parties. Both parties shall agree that Wanchi Technology can issue notices to Beijing Jinxi to change such instructions on payment from time to time.

For other services Beijing Jinxi entrusted Wanchi Technology and Wanchi Technology accepted the entrustment to provide, both parties shall negotiate the charging standards separately.

Both parties shall agree that Beijing Jinxi shall provide Wanchi Technology with the auditing report for the previous accounting year on or before June 30 of each year. Wanchi Technology shall issue the bill of the Service Fees based on the above fees calculation criteria in the previous year to Beijing Jinxi.

## II. Payment Method

In principle, Beijing Jinxi pays the Service Fees of the previous year on or before June 30 of each year to the accounts designated by Wanchi Technology. Both parties shall agree that the payment of the above Service Fees shall not bring operation difficulties to either party in principle. Therefore, Wanchi Technology can agree that Beijing Jinxi can delay in the payment of the Service Fees to it and adjust the payable amounts of Beijing Jinxi when it deems necessary. Both parties can also adjust the time arrangement for the payment and amount of the Service Fees through negotiation. Wanchi Technology can be entitled to adjust the criteria of the Service Fees based on the amount of the Service provided to Beijing Jinxi at any time.

*\* for identification purpose only*