

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 Option Agreement**

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

北京万驰科技有限公司 (Beijing Wanchi Technology Company Limited\*) (“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;

Yongtai Real Estate (Group) Company Limited (“Yongtai Real Estate”), a company with limited liability incorporated in Beijing, the PRC with its registered address at No. 67, West Fourth Ring North Road, Haidian District, Beijing;

北京永进基业科技孵化器有限公司 (Beijing Yongjin Jiye Technology Incubator Company Limited\*) (“Yongjin Jiye”), a limited liability company incorporated in Beijing, the PRC with its registered address at Unit D118, No. 18, Jianshe Road, Kaixuan Street, Liangxiang Town, Fangshan District, Beijing;

Xu Ya Liang, a natural person with the Chinese nationality, ID Card No.: [Intentionally Left Blank];

Wang Feng, a natural person with the Chinese nationality, ID Card No.: [Intentionally Left Blank];

北京中金福小额贷款有限责任公司 (Beijing Zhongjinfu Micro-financing Company Limited\*) (“Beijing Micro-financing” or the “Target Company”), a limited liability company incorporated in Beijing, the PRC with its registered address at Unit 101, 1/F, No. 73, Changhong West Road, Fangshan District, Beijing;

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

Whereas:

1. Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng are shareholders of the Target Company, of which Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng holds 20%, 20%, 20% and 19% equities of the Target Company, respectively, while 北京良乡经济开发区实业总公司 (Beijing Liangxiang Economic Development Zone Enterprise Holding Company Limited\*) (“Liangxiang Enterprise”) holds the remaining 21% equities;

2. All parties hereto have signed the *Proxy Agreement*, the *Equity Pledge Agreement* and the *Exclusive Management and Consultation Service Agreement* (with this Agreement, the *Proxy Agreement* and the *Equity Pledge Agreement* referred to as the “Structural Contracts” together) on 23 December 2013;
3. Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng agreed to grant an exclusive purchasing right to Wanchi Technology, enabling Wanchi Technology to require Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng to sell all or part of the aggregate equities of 79% that they held in the Target Company to it on the condition that it does not breach Chinese laws.

Accordingly, all parties reached this Agreement on the above matters as follows:

1. Granting Rights

- 1.1 Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng hereby irrevocably and unconditionally grant Wanchi Technology the Irrevocable and exclusive right to purchase or designate one or more persons (hereafter referred to as the “Designated Persons”) to purchase all or part of the equities held by Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng in the Target Company (hereafter referred to as the “Purchased Equities”) from them (hereafter referred to as the “Equities Purchasing Right”) in the valid term of this Agreement in accordance with the exercising procedures set in Clause 3 hereof on the premise that it is permitted by Chinese laws (including any laws, regulations, rules, notices, interpretations and other documents with binding effects issued by the central or local legislative, administrative or judicial departments prior to or after this Agreement came into effect). Other than Wanchi Technology and/or the Designated Persons, any other parties shall not enjoy the Equities Purchasing Right.

- 1.2 The Equities Purchasing Right shall be the sole and exclusive right enjoyed by Wanchi Technology or the Designated Persons. Except the circumstances where Wanchi Technology agreed in written in advance, Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng shall not sell, offer to sell, transfer, bestow, pledge or dispose the Purchased Equities in any other forms in full or in part to any other persons or authorize other persons to purchase all or part of the Purchased Equities. The Target Company hereby agrees that Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng can grant the Equities Purchasing Right to Wanchi Technology or the Designated Persons. The “persons” referred to in this clause and other clauses hereof shall include natural persons, legal persons or unincorporated entities.

2. Exercising Rights

2.1 The exercising of the Equities Purchasing Right by Wanchi Technology shall be subject to the provisions of Chinese laws, the requirements of the regulatory authorities and the rules set by them. Wanchi Technology shall have the absolute discretion to determine the specific time, method and times of the exercising of its Equities Purchasing Right:

Notwithstanding, Wanchi Technology shall exercise the Equities Purchasing Right hereunder as soon as possible from the day on which Chinese laws allowed Wanchi Technology to directly operate the micro-financing business to enable Wanchi Technology to directly operate the micro-financing business and terminate the Structural Contracts with the target Company and other relevant parties.

2.2 Wanchi Technology and/or the Designated Persons shall issue the notice to Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company (hereafter referred to as the “Equities Purchasing Notice”) specifying the proportion of the Purchased Equities to be purchased from Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng (the contents and forms of the Equities Purchasing Notice are set out in Attachment I hereof);

2.3 Where Wanchi Technology exercised its Equities Purchasing Right, in order to make the equities transferring in compliance with the provisions of this Agreement and relevant laws in essence and in procedure, Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company shall commit to be obliged to individually or jointly take the following actions:

- (1) Within seven Business Days from the day on which the Equities Purchasing Notice arrived at Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company, Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng shall prepare and sign all necessary documents in relation to the transfer of the Purchased Equities. Where necessary, Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company shall sign the Equities Transfer Agreement (the “Transfer Agreement”) in the form stipulated in Attachment II hereof or otherwise stipulated by Wanchi Technology. Where Chinese laws and regulations have other provisions on the contents and forms of the Transfer Agreement, it shall be subject to the provisions of Chinese laws and regulations and the requirements of regulatory authorities. Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng shall sign one or more copies of the Power of Attorney based on the contents and forms stipulated in Attachment III hereof to authorize Wanchi Technology or the Designated Persons to sign and deliver the Transfer Agreement and any other documents stipulated herein on behalf of Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng;

- (2) The delivery of the Purchased Equities (subject to the handling of the procedures for the registration of the industrial and commercial changes by the industrial and commercial bureau) shall not be later than the fifteenth day after the Equities Purchasing Notice arrived at Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company or other time stipulated in written by all parties based on actual conditions;
- (3) Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company shall take all necessary actions not to delay in conducting and completion of relevant approval and registration procedures and enable the Purchased Equities to be effectively registered under the names of Wanchi Technology and/or the Designated Persons without any secured interests. In this clause and this Agreement, the “secured interests” shall include the guarantees, mortgages, pledges, rights or interests of third parties, any share options, acquisition rights, rights of first refusal, rights of set-off, detainment of ownership or other guarantee arrangements etc., but excluding any secured interests arising from the *Equity Pledge Agreement* signed by all parties on 23 December, 2013;
- (4) Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company shall take all necessary actions to make the transfer of the Purchased Equities not be interfered in essence or in procedure. Other than the conditions specified herein, Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company shall not establish any obstacles or restriction conditions on the transfer of the Purchased Equities;
- (5) When the Target Company has dissolution matters, a liquidation group shall be formed in accordance with laws. Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng hereby irrecoverably commit that Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng will transfer 79% of the remaining assets of the Target Company after the settlement of the liquidation fees, the salaries of the staff, the social insurance fees and statutory compensations, the contribution of the payable taxes and the repayment of the debts of the company to Wanchi Technology at the minimum price allowed by Chinese laws.

### 3. Equities Purchasing Price

- 3.1 When Wanchi Technology exercises the Equities Purchasing Right, the price on the purchasing of the equities shall be the corresponding assessed value of such equities at the acquisition time and place when purchasing or the price then otherwise agreed between the transferors and Wanchi Technology;

3.2 All taxes and fees arising from the transfer of the equities shall be assumed by the respective parties in accordance with the provisions of Chinese Laws.

4. Commitments and Guarantees

4.1 Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng and the Target Company shall individually and jointly irrecoverably commit and guarantee that:

- (1) Without the prior written consent of Wanchi Technology, they shall not supplement, change or modify the operation scope of the Target Company, the articles of association of the company, increase or reduce its registered capitals or change its registered capital structure in other forms;
- (2) In accordance with the good finance and business criteria and usual practices, they shall maintain the subsistence of the Target Company, prudently and effectively operate its business and deal with the affairs and shall not result in the liquidation, shutdown, termination or dissolution of the Target Company;
- (3) Without the prior written consent of Wanchi Technology, they shall not sell, transfer, bestow, mortgage or dispose or procure the management of the Target Company to sell, transfer, bestow, mortgage or dispose any assets, business or the legal interests on revenues or beneficial interests in other form or allow to establish any other secured interests on them at any time from the effective day of this Agreement;
- (4) They shall not terminate or procure the management to terminate any Structural Contracts signed by the Target Company or sign any agreements conflicting with the current Structural Contracts;
- (5) They shall not bring in or allow the Target Company to bring in any debts, provided that the following debts are not included: (i) the debts arising from the normal or daily business processes (other than in the form of borrowings) and (ii) the debts having been disclosed to Wanchi Technology and obtained the written consent of Wanchi Technology;
- (6) They have been operating all businesses in the normal business processes to maintain the value of the assets of the Target Company and shall have no actions or omission of actions sufficient to affect their operation conditions and assets value;
- (7) The signing of any significant contracts with an amount of more than RMB 500,000 (other than the contracts signed in the normal business processes) by the Target Company shall obtain the prior written consent of Wanchi Technology;

- (8) The Target Company shall obtain the prior written consent of Wanchi Technology when providing loans or guarantees to any persons (other than the loans and guarantee contracts signed in the normal operation process);
- (9) Wanchi Technology shall be entitled to require the Target Company to provide it or the Designated Persons with all information about the labor, operation and financial conditions of the Target Company
- (10) When necessary, the Target Company shall only purchase and hold insurances in the insurance companies accepted by Wanchi Technology and the amounts and types of the insurance maintained shall be same as the amounts and types of the insurance purchased by companies with similar businesses and properties or assets in the same district;
- (11) Without the prior written consent of Wanchi Technology, they shall not procure or agree the subdivision of the Target Company or merge or jointly operate with any persons, acquire others or be acquired or make investments to any persons;
- (12) They shall immediately notify Wanchi Technology of the happened or possibly to be happened lawsuits, arbitrations or administrative procedures in relation to the assets, businesses and revenues of the Target Company and take all necessary measures upon the reasonable request of Wanchi Technology;
- (13) They shall sign all necessary or appropriate documents, take all necessary or appropriate actions, make all necessary or appropriate requirements for rights or conduct necessary and appropriate defenses against all claims for compensations to maintain the ownership of the Target Company over all of its assets;
- (14) Where any shareholders of the Target Company or the Target Company failed to perform the obligations to contribute taxes under the applicable laws and resulted in frustration in exercising the Exclusive Purchasing Right by Wanchi Technology, Wanchi Technology shall be entitled to require the Target Company or its shareholders to perform such tax obligations or require Target Company or its shareholders to pay such tax amounts to Wanchi Technology and Wanchi Technology shall pay on behalf of them;

- (15) Without the prior written consent of Wanchi Technology, the Target Company shall not distribute bonuses, dividends, distributable benefits and/or any assets and other revenues arising from the equities held by Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng to Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng. Where Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng, being the shareholders of the Target Company, obtained any of the above interests, including the considerations paid on the exercising of the Equities Purchasing Right by Wanchi Technology in accordance with Clause 3 of this Agreement, they shall notify Wanchi Technology within three Business Days and immediately transfer relevant benefits to Wanchi Technology for free. For the avoidance of doubt, all benefits received by Wanchi Technology during the valid term of this Agreement and after this Agreement is terminated may not return to Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng.
- 4.2 Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng shall hereby individually and jointly irrecoverably commit and guarantee that:
- (1) Without the prior written consent of Wanchi Technology, they shall not sell, transfer, pledge or dispose any of the legitimate or beneficiary interests of the equities they held in the Target Company in other forms or allow to establish any encumbrances on them except the pledges established on the equities of the Target Company in accordance with the *Equity Pledge Agreement* signed by all parties on 23 December, 2013;
  - (2) Without the prior written consent of Wanchi Technology, they shall not vote for or support or sign any shareholders' resolutions at the meetings of shareholders of the Target Company to approve to sell, transfer, pledge or dispose any of the legitimate or beneficiary interests of the equities or assets in other forms or allow to establish any encumbrances on them except those made to Wanchi Technology or the Designated Persons;
  - (3) Without the prior written consent of Wanchi Technology, they shall not vote for or support or sign any shareholders' resolutions at the meetings of shareholders of the Target Company to approve the Target Company to merge or join any persons, be merged or acquired, or make investments to any persons or the subdivision of the Target Company, the change of registered capitals or the change of the form of the company;
  - (4) Upon each exercising of the Equities Purchasing Right by Wanchi Technology, they shall instruct the Target Company to convene a shareholders meeting in time and vote for the transfer of the Purchased Equities at the meeting;

- (5) Immediately notify Wanchi Technology of the happened or possibly to be happened any lawsuits, arbitrations or administrative procedures about the equities they owned;
  - (6) Without the prior written consent of Wanchi Technology, they shall not appoint or replace any directors or supervisors of the Target Company or other management of the Target Company to be appointed by the shareholders of the Target Company. Once it is requested by Wanchi Technology, they shall appoint or recruit the persons designated by Wanchi Technology to be the directors and senior management of the Target Company;
  - (7) Without the prior written consent of Wanchi Technology, they shall procure the Target Company not to distribute bonuses, dividends, distributable benefits and/or any assets and other revenues arising from the equities held by Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng to Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng;
  - (8) They shall strictly abide by various provisions of this Agreement and other contracts jointly or separately signed by all parties hereto, faithfully perform all obligations under such contracts and shall not conduct any actions or omission of actions sufficiently affecting the effectiveness and enforceability of such contracts.
- 4.3 Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company shall jointly and individually irrecoverably commit and guarantee to Wanchi Technology that on the day when this Agreement came into effect and the happening of each Equities Purchasing Right:
- (1) They shall have the right and ability to sign, submit and perform this Agreement and the right and ability to sign, submit and perform the Transfer Agreements in accordance with this Agreement. After this Agreement and the Transfer Agreements come into effect, they shall constitute legal and effective obligations with binding effects to them and can be enforced in accordance with their terms;



- (2) The signing, submission and performance of this Agreement or the Transfer Agreements by Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Target Company: (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) their business licenses, articles of association, approvals, government approvals on its establishment, agreements in relation to its establishment or any other guidance documents, (B) any other laws and regulations having binding effects on them, (C) any contracts, agreements, leases or other documents to which they are parties in question or having binding effects on them or their assets; (ii) shall not cause their assets to have any mortgages or other encumbrances or make any third parties to be entitled to set any mortgages or encumbrances on their assets, except the pledge established on the equities of the Target Company in accordance with the *Equity Pledge Agreement* signed by all parties on 23 December, 2013; (iii) shall not result in the termination or modification to the provisions of any contracts, agreements, leases or other documents to which they are parties in question or having binding effects on them or their 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, confiscation, damage or unrenovablity upon expiry of any government approvals, licenses, registration etc. applicable to them;
- (3) The Target Company has good and salable ownership over all its assets and the Target Company has not established any encumbrances on the above assets;
- (4) The Target Company has no outstanding debts, except the following debts: (i) the debts incurred in its normal business processes, and (ii) the debts disclosed to Wanchi Technology and have been approved by Wanchi Technology in written;
- (5) The Target Company shall abide by all Chinese laws and regulations applicable to assets and equities acquisition;
- (6) Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng shall legally and effectively own the equities it held in the Target Company. Except the circumstances known by Wanchi Technology, Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng have not established any encumbrances on the equities of the Target Company;
- (7) Upon the requirements made by Wanchi Technology at any time, they shall immediately transfer the equities they held in the Target Company to Wanchi Technology and/or the Designated Persons and shall give up the right of first refusal over the transferred equities of the Target Company;

- (8) Prior to the transfer of the equities to Wanchi Technology, they shall sign all necessary or appropriate documents, take all necessary or appropriate actions, make all necessary or appropriate requirements for rights or conduct necessary and appropriate defenses against all claims for compensations to maintain their ownership over the Purchased Equities;
  - (9) They have no impending or potential lawsuits, arbitrations or administrative procedures in relation to the equities of the Target Company, the assets of the Target Company or the Target Company.
- 4.4 Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng shall guarantee to Wanchi Technology that they have made and procured their ultimate shareholders or directors to make (where applicable) all proper arrangements and sign all necessary documents to guarantee that when they died, lost the capacity for act, went bankrupt, be liquidated, divorced or had other circumstances may affect their exercising of the equities, their successors, guardians, creditors, spouses and others can obtain the equities or relevant rights herefrom shall not affect or impede the performance of this Agreement.
- 4.5 Xu Ya Liang and Wang Feng further undertake that prior to the exercising of the Equities Purchasing Right by Wanchi Technology in accordance with this Agreement, where their deaths, bankruptcies, divorces and other circumstances resulting in the changes of the actual shareholders of the Target Company, their wills, divorce agreements and debts agreements shall be subject to this Agreement. The effectiveness of this Agreement shall prevail over their wills, divorce agreements and debts agreements.
- 4.6 Wanchi Technology shall warrant that it shall exercise the Exclusive Purchasing Right hereunder as soon as practicable on the day when Wanchi Technology is permitted to directly conduct the micro-financing business by Chinese laws in order to make Wanchi Technology directly conduct the micro-financing business and terminate the Structural Contracts with the Target Company and other relevant parties.

5. Effectiveness and Period

5.1 This Agreement shall come into effect from 1 January, 2013 until all parties terminated this Agreement in the written form or all equities in the Target Company held by Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng have been legally and effectively transferred to Wanchi Technology and/or the Designated Persons (namely, all of the 79% equities in the Target Company have been registered under the names of Wanchi Technology and/or the Designated Persons as shown in the industrial, and commercial registry). This Agreement shall not be rescinded once came into effect. Notwithstanding the above provisions and the provisions in Clause 6, Wanchi Technology shall always be entitled to issue a 30 days' written notice to all parties hereto to rescind this Agreement at any time and Wanchi Technology shall not assume any breaching responsibilities for its action of arbitrary termination of this Agreement.

5.2 All parties hereto shall complete the approval and registration procedures for the renewal of the operation period within 3 months before the expiry of the operation period in order to make the valid term of this Agreement subsist.

6. Responsibilities on Breaching the Contract

6.1 All parties shall agree and confirm that if either party (hereafter referred to as the "**Breaching Party**") actually breached any one provision hereunder or actually failed or delayed in performing any one 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 time 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:

- (1) Where Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng or the Target Company is the Breaching Party, Wanchi Technology shall be entitled to terminate this Agreement and require the Breaching Party to make compensations on damages;
- (2) 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.

7. Taxes, Fees and Other Expenses
  - 7.1 All taxes and fees arising from the transfer of the equities shall be assumed by the respective parties in accordance with the provisions of Chinese Laws.
  - 7.2 Unless otherwise stipulated herein, all parties shall separately assume their respective expenses to be paid in the drafting, negotiation, signing and performance of this Agreement.
8. Applicable Laws and Disputes Settlement
  - 8.1 The effectiveness, interpretation and performance of this Agreement and the settlement of disputes and other matters shall be governed by Chinese laws and regulations.
  - 8.2 For all disputes hereunder, all 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 party initiated the arbitration and the responsive party each shall appoint one arbitrator and the third arbitrator shall be appointed by the China International Economic and Trade Arbitration Commission Beijing Branch. Where the party initiated the arbitration or the responsive party has more than two persons (natural persons or legal persons), such party shall appoint one arbitrator through negotiation. The arbitration awards shall be conclusive and have binding effects to all parties of the arbitration. During the arbitration period, other than the matters or obligations with disputes submitted for arbitration, all parties shall continue to perform other obligations stipulated herein. Subject to the provisions of Chinese 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 the Target Company; (2) the injunctive relief, such as requiring the Target Company to conduct the business operation or compulsorily transfer the assets of the Target Company; (3) the determination on the Target Company to conduct liquidation.

8.3 Subject to the provisions of Chinese 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 the Target Company was registered; and (4) the places where major assets of Prima Finance Holdings Limited or the Target Company are located.

## 9. Confidentiality

9.1 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; (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).

9.2 The above confidentiality obligation shall be continuous to all parties hereto and shall not terminate with the termination of this Agreement.

## 10. Further Guarantees

All parties shall agree to immediately sign documents reasonably required in the implementation of various provisions and purposes hereof or beneficial to it and take reasonably necessary actions required in the implementation of various provisions and purposes hereof or beneficial to it.

## 11. Force Majeure

- 11.1 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.
- 11.2 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.

## 12. General Provisions

- 12.1 Where any provisions of this Agreement are invalid, illegal or unenforceable in accordance with Chinese laws, all other provisions hereof shall remain their full force. Where any provisions are determined to be invalid, illegal or unenforceable, all 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.
- 12.2 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.
- 12.3 This Agreement shall constitute all agreements by all parties to achieve the subject hereof and shall supersede all consultations and negotiations conducted and agreements reached previously by all parties for this subject.
- 12.4 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.

- 12.5 Either party can make a waiver to the terms and conditions hereof provided that it shall be made in written and signed by all parties. The waiver by either party in certain circumstance for the breaching of the contract by other parties shall not be deemed as the waiver by such party in other circumstances for similar breaching of the contract by other parties.
- 12.6 During the term of this Agreement, neither party shall transfer part or all of the rights and obligations hereunder to any third parties without the prior written consent of the other parties, provided that Wanchi Technology shall be entitled to transfer part or all of its rights and obligations hereunder. This Agreement shall have legally binding effects over all 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 other parties 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: Yongtai Real Estate (Group) Company Limited

Contact: Tao Jing

Add.: No. 67, West Fourth Ring North Road, Haidian District, Beijing

Fax/Tel.: 010-88456945

To: Beijing Yongjin Jiye Technology Incubator Company Limited\*

Contact: Wen Lirong

Add.: Unit D118, No. 18, Jianshe Road, Kaixuan Street, Liangxiang Town, Fangshan District, Beijing

Fax/Tel.: 010-88493339

To: Xu Ya Liang

Add.: 501, Unit 4, Building 11, Area III, Changqingyuan Community, Haidian District, Beijing Fax/Tel.: 010-88431105

To: Wang Feng

Add.: 1201, Unit 2, Building 4, Dahezhuangyuan, Haidian District, Beijing Tel.: 13811593296

To: Beijing Zhongjinfu Micro-financing Company Limited\*  
Contact: Yang Bangmin  
Add.: Unit 101, 1/F, No. 73, Changhong West Road, Fangshan District,  
Beijing  
Tel.: 010-89360914

- 12.8 All parties can sign supplemental agreements to this Agreement and its related matters. The supplemental agreement and this Agreement shall have equal legal effects. 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 12.6. The modifications and supplementations to this Agreement shall come into effect after all 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 the original copy is executed in sextuplicate. Each party shall hold one copy and each copy shall have equal legal effects. All parties can sign the photocopies of this Agreement separately.

[No text below]



[This is the signature page of the *Exclusive Option Agreement*]

Beijing Wanchi Technology Company Limited\* (Official seal)

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

Yongtai Real Estate (Group) Company Limited (Official seal)

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

Beijing Yongjin Jiye Technology Incubator Company Limited\* (Official seal)

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

Beijing Zhongjinfu Micro-financing Company Limited\* (Official seal)

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

Xu Ya Liang (Signature): \_\_\_\_\_

Wang Feng (Signature): \_\_\_\_\_

**Attachment I**

Equities Purchasing Notice

Yongtai Real Estate (Group) Company Limited (“Yongtai Real Estate”), Beijing Yongjin Jiye Technology Incubator Company Limited (“Yongjin Jiye”), Xu Ya Liang and Wang Feng:

Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang, Wang Feng and the Company signed an Exclusive Option Agreement on 23 December, 2013. The terms used in this Notice shall have the same definition if they are defined in this Agreement.

The Company has determined to exercise the Equities Purchasing Right as stipulated in the Exclusive Option Agreement and hereby requires to purchase or designate as the Designated Persons to purchase \_\_\_\_\_ % equity interests of Beijing Zhongjinfu Micro-financing Company Limited\* (\_\_\_% of the registered capitals shares) held by Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng.

Yongtai Real Estate, Yongjin Jiye, Xu Ya Liang and Wang Feng shall complete the delivery of such Purchased Equities within fifteen Business Days after receiving this Notice in accordance with the provisions of the Exclusive Option Agreement.

Beijing Wanchi Technology Company Limited\* (Official seal)

Date: \_\_\_\_\_

Attachment II

Transfer Agreement

This Equities Transfer Agreement (“this Agreement”) was signed by the following parties on \_\_\_\_\_:

Transferors: Yongtai Real Estate (Group) Company Limited (“Yongtai Real Estate”), Beijing Yongjin Jiye Technology Incubator Company Limited\* (“Yongjin Jiye”), Xu Ya Liang and Wang Feng

Transferees: Beijing Wanchi Technology Company Limited\* or the Designated Persons

All parties reached the following agreements:

1. The Transferors shall agree to sell to the Transferees and the Transferees shall agree to purchase from the Transferors \_\_\_\_\_% equity interests of Beijing Zhongjinfu Micro-financing Company Limited\* (\_\_\_\_% of the registered capitals shares) enjoyed by them (hereafter referred to as the “Purchased Equities”).

2. After the completion of the transfer of the above Purchased Equities, the Transferors shall no longer enjoy any rights to such Purchased Equities and the Transferees shall enjoy all rights to such Purchased Equities of the Transferors.

3. The effectiveness, interpretation and performance of this Agreement and the settlement of disputes and other matters shall be governed by Chinese laws. For the matters not covered herein and all disputes arising from the performance of this Agreement, all parties shall settle in accordance with the provisions of the Exclusive Option Agreement or through friendly negotiation. Where the negotiation fails, all parties shall agree to submit to the China International Economic and Trade Arbitration Commission and conduct arbitration in accordance with its arbitration rules in force upon the application for arbitration. The arbitration place shall be in Beijing. The arbitration awards shall be conclusive and have binding effects to all parties. During the disputes settlement period, all parties shall continue to perform other provisions other than the matters with disputes.

4. This Agreement shall come into effect after signed by all parties.

Transferors (Seal)

Yongtai Real Estate (Group) Company Limited (Official seal)

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

Beijing Yongjin Jiye Technology Incubator Company Limited\* (Official seal)

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

Xu Ya Liang or the authorized representative (signature): \_\_\_\_\_

Wang Feng or the authorized representative (signature): \_\_\_\_\_

Transferees: Beijing Wanchi Technology Company Limited\* (Official seal)

Signed by the legal agent or the authorized representative:

Attachment III

Irrevocable Power of Attorney

In accordance with the provisions of the *Exclusive Option Agreement* signed by Beijing Yongjin Jiye Technology Incubator Company Limited\*, Xu Ya Liang, Wang Feng, Beijing Wanchi Technology Company Limited\* and Beijing Zhongjinfu Micro-financing Company Limited\* on 2013, with effect from 1 January, 2013, the Company hereby issues this Power of Attorney.

The Company hereby irrevocably entrusts and authorizes \_\_\_\_\_(hereafter referred to as the “Agent”) as the agent of the Company to be solely responsible for handling: (1) the preparation and signing of the Transfer Agreements (as defined in the *Exclusive Option Agreement*); (2) the preparation and signing of all other necessary documents in relation to the transfer of the Purchased Equities (as defined in the *Exclusive Option Agreement*); (3) all relevant legal procedures about the approval, registration and other matters about the transfer of the Purchased Equities.

The Company hereby agrees and recognizes that the Agent shall be fully authorized to exercise rights in the above authorization scope in the manners as it deems to be appropriate. The Company commits to accept the obligations or responsibilities arising from the exercising of such rights by the Agent.

This Power of Attorney came into effect from 1 January, 2013 and shall continue to be effective during the valid term of the *Exclusive Option Agreement*.

[No text below]

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Yongtai Real Estate (Group) Company Limited (Official seal)

Legal representative (signature)

Date: 2013

Irrevocable Power of Attorney

In accordance with the provisions of the *Exclusive Option Agreement* signed by Yongtai Real Estate (Group) Company Limited, Xu Ya Liang, Wang Feng, Beijing Wanchi Technology Company Limited\* and Beijing Zhongjinfu Micro-financing Company Limited\* on 2013, with effect from 1 January, 2013, the Company hereby issues this Power of Attorney.

The Company hereby irrevocably entrusts and authorizes \_\_\_\_\_(hereafter referred to as the “Agent”) as the agent of the Company to be solely responsible for handling: (1) the preparation and signing of the Transfer Agreements (as defined in the *Exclusive Option Agreement*); (2) the preparation and signing of all other necessary documents in relation to the transfer of the Purchased Equities (as defined in the *Exclusive Option Agreement*); (3) all relevant legal procedures about the approval, registration and other matters about the transfer of the Purchased Equities.

The Company hereby agrees and recognizes that the Agent shall be fully authorized to exercise rights in the above authorization scope in the manners as it deems to be appropriate. The Company commits to accept the obligations or responsibilities arising from the exercising of such rights by the Agent.

This Power of Attorney came into effect from 1 January, 2013 and shall continue to be effective during the valid term of the *Exclusive Option Agreement*.

[No text below]

*English translation only*

[This page contains no text and is the signature page of the *Irrevocable Power of Attorney*]

Beijing Yongjin Jiye Technology Incubator Company Limited\*(Official seal)

Legal representative\_(signature)

Date: 2013



Irrevocable Power of Attorney

In accordance with the provisions of the *Exclusive Option Agreement* that I, Yongtai Real Estate (Group) Company Limited, Beijing Yongjin Jiye Technology Incubator Company Limited\*, Wang Feng, Beijing Wanchi Technology Company Limited\* and Beijing Zhongjinfu Micro-financing Company Limited\* signed on 2013, with effect from 1 January, 2013, I hereby issue this Power of Attorney.

I hereby irrevocably entrust and authorize \_\_\_\_\_(hereafter referred to as the “Agent”) as my agent to be solely responsible for handling: (1) the preparation and signing of the Transfer Agreements (as defined in the *Exclusive Option Agreement*); (2) the preparation and signing of all other necessary documents in relation to the transfer of the Purchased Equities (as defined in the *Exclusive Option Agreement*); (3) all relevant legal procedures about the approval, registration and other matters about the transfer of the Purchased Equities.

I hereby agree and recognize that the Agent shall be fully authorized to exercise rights in the above authorization scope in the manners as it deems to be appropriate. I commit to accept the obligations or responsibilities arising from the exercising of such rights by the Agent.

This Power of Attorney came into effect from 1 January, 2013 and shall continue to be effective during the valid term of the *Exclusive Option Agreement*.

[No text below]

[This page contains no text and is the signature page of the *Irrevocable Power of Attorney*]

Xu Ya Liang (Signature):

Date: 2013

Irrevocable Power of Attorney

In accordance with the provisions of the *Exclusive Option Agreement* that I, Yongtai Real Estate (Group) Company Limited, Beijing Yongjin Jiye Technology Incubator Company Limited\*, Xu Ya Liang, Beijing Wanchi Technology Company Limited\* and Beijing Zhongjinfu Micro-financing Company Limited\* signed on 2013, with effect from 1 January, 2013, the Company hereby issue this Power of Attorney.

I hereby irrevocably entrust and authorize \_\_\_\_\_(hereafter referred to as the “Agent”) as my agent to be solely responsible for handling: (1) the preparation and signing of the Transfer Agreements (as defined in the *Exclusive Option Agreement*); (2) the preparation and signing of all other necessary documents in relation to the transfer of the Purchased Equities (as defined in the *Exclusive Option Agreement*); (3) all relevant legal procedures about the approval, registration and other matters about the transfer of the Purchased Equities.

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This Power of Attorney came into effect from 1 January, 2013 and shall continue to be effective during the valid term of the *Exclusive Option Agreement*.

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[This page contains no text and is the signature page of the *Irrevocable Power of Attorney*]

Wang Feng (Signature):

Date: 2013