

Business Cooperation Agreement

Nanjing Xibai entered into a business cooperation agreement with our PRC Contractual Entities and the Relevant Shareholders on 30 December 2014 (the “**Business Cooperation Agreement**”), pursuant to which Nanjing Xibai, our PRC Contractual Entities and the Relevant Shareholders agreed to enter into a series of underlying agreements for the establishment of business cooperation among the parties and implementation of the Contractual Arrangement, and Nanjing Xibai agreed to provide various services such as management consultancy, technology and software research and development, technical consultation, promotion planning and market promotion necessary for the operations of our PRC Contractual Entities and our PRC Contractual Entities agreed to pay service fees to Nanjing Xibai according to the Structured Contracts.

The Business Cooperation Agreement provides, among others, that:

- each of our PRC Contractual Entities and the Relevant Shareholders has agreed, among others:
 - to follow recommendations of Nanjing Xibai on the day-to-day management of our PRC Contractual Entities;
 - to cause persons recommended by Nanjing Xibai to be elected as the board members or assume senior management positions of our PRC Contractual Entities; and
 - any dividends and other distributions of our PRC Contractual Entities payable to the Relevant Shareholders, shall be unconditionally paid to Nanjing Xibai.

- each of our PRC Contractual Entities and the Relevant Shareholders has undertaken not to, without the prior written consent of Nanjing Xibai or its designated person(s), among others:

- engage in activities outside their normal business scopes or change their modes of business operation;
- incur any indebtedness over a certain threshold amount;
- remove or change the directors, supervisors or senior management of our PRC Contractual Entities or their subsidiaries;
- dispose of, transfer, lend, authorize the use of, or create any encumbrance over any material assets or rights of our PRC Contractual Entities or their subsidiaries to any third party other than Nanjing Xibai or its designated person(s), or purchase any material assets or rights from any third party;
- dispose of any equity interest of our PRC Contractual Entities or their subsidiaries to any third party other than Nanjing Xibai or its designated person(s), or alter their registered capitals or shareholding structures;
- alter the articles of association or business scope, or any important internal policies and rules of our PRC Contractual Entities or their subsidiaries;
- enter into any contract except those entered in the ordinary course of business;
- declare any dividend;

- conduct any activity which may adversely affect the ability of our PRC Contractual Entities or their subsidiaries to make payment to Nanjing Xibai; and
- transfer any rights under the Business Cooperation Agreement or other underlying agreements to the Contractual Arrangement to, or enter into similar contractual arrangement with, any third party other than Nanjing Xibai or its designated person(s).

Our PRC Legal Advisers are of the opinion that such payment of service fees and aforementioned restrictive provisions are not subject to any legal or regulatory approvals in the PRC and do not violate any PRC laws.

The Business Operation Agreement became effective upon execution and shall, subject to the applicable PRC laws or regulations, be effective for an indefinite period unless (a) Nanjing Xibai has acquired the entire equity interests or assets of our PRC Contractual Entities pursuant to its rights under the Exclusive Option Agreement; or (b) terminated unilaterally by Nanjing Xibai by giving 30-day prior notice.