**Key terms of the New Concert Party Agreement**

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| **In relation to:** | **New Concert Party Agreement** |
| **Parties to the agreement** | 1. Dr. Che
2. Dr. Guo
3. Mr. Meng
4. Dr. Zhang
5. Network Victory
6. Smart Top
7. Keen Mate
8. Proper Process International Limited
9. Successmax Global Holdings Limited
10. Victory Faith International Limited
11. Mingyao Capital Limited
 |
| **Disposal of Shares** | If any party intends to sell Shares subject to the New Concert Party Agreement, such party shall notify the other parties in writing. Save for the exemptions provided for in the New Concert Party Agreement, each party shall not, and shall procure their respective investment holding companies not to, dispose of, or otherwise charge, pledge, or create any encumbrances over the Shares subject to the New Concert Party Agreement, without the prior written consent of the other parties. |
| **Pre-emptive rights** | Each other party may, if he thinks fit, provide an offer to the party intending to sell to, for example, purchase all or part of the Shares intending to be sold, or tag-along the party intending to sell, to sell his Shares.  |
| **Charge of shares** | Each party shall have the right to charge or pledge his Shares to recognized banking institutions to obtain a bona fide commercial loan, provided that the loan amount shall not exceed 40% of the value of the Shares. |
| **Exercise of voting rights attached to the Shares** | The parties agree to exercise the voting rights attached to the Shares at any general meeting of the Company unanimously. |