

一致行动协议  
Acting in Concert Agreement

本一致行动协议（以下简称“本协议”）由以下各方于 2023 年 6 月 27 日（以下简称“本协议签署日”）在中国上海市签订。

This Acting in Concert Agreement (the “**Agreement**”) was entered into by the following parties in Shanghai, the People’s Republic of China (“**PRC**”) on June 27, 2023 (the “**Date of this Agreement**”).

**YIN Juehui (殷珏辉)**

**YIN Juelian (殷珏莲)**

**HUANG Aihua (黄爱华)**

**CAO Liwen (曹理文)**

**WU Wenhong (吴文洪)**

**QIAN Jun (钱俊)**

以上各方合称“各方”，分别称“任何一方”。

All the above parties shall be referred to collectively as “**the Parties**” and individually as “**a Party**”.

鉴于：

**Whereas:**

- (i) 殷珏辉、殷珏莲、曹理文、吴文洪、黄爱华分别于 2013 年 7 月 18 日、2013 年 7 月 18 日、2013 年 7 月 18 日、2013 年 7 月 18 日、2017 年 2 月 24 日取得上海趣致网络科技有限公司（以下简称“**上海趣致**”）的股权，钱俊于 2017 年 1 月 13

日通过上海趣致员工持股平台上海益趣投资发展中心（有限合伙）（以下简称“上海益趣”）间接取得上海趣致的股权；

YIN Juehui, YIN Juelian, CAO Liwen, WU Wenhong and HUANG Aihua became shareholders of Shanghai Quna Network Technology Co., Ltd. (上海趣致网络科技有限公司) (“**Shanghai Quna**”) on July 18, 2013, July 18, 2013, July 18, 2013, July 18, 2013 and February 24, 2017, respectively, and QIAN Jun indirectly acquired equity interest of Shanghai Quna through Shanghai Yiqu Investment Development Center (Limited Partnership) (上海益趣投资发展中心（有限合伙）) (“**Shanghai Yiqu**”), the employee shareholding platform of Shanghai Quna on January 13, 2017;

- (ii) 作为本次上市（定义见下文）前重组（“**重组**”）的一部分，殷珏辉、殷珏莲、曹理文、吴文洪、黄爱华、上海益趣及上海趣致的其他若干股东于 2021 年 9 月将其于上海趣致的对应权益外翻至上市主体 Qunabox Group Limited（以下简称“**公司**”，连同其附属公司（以下简称“**附属公司**”），合称“**集团**”）并各自通过其控制的信托以及境外特殊目的实体（“**SPV**”）在公司层面持股，其中上海益趣将持有上海趣致的股权分配给殷珏辉与钱俊，殷珏辉与钱俊分别直接通过各自控制的信托以及 SPV 在公司层面持股，且截至本协议签署日，各方各自通过其控制的信托以及 SPV，继续持有公司的股份。

As part of the reorganization (the “**Reorganization**”) in connection with the Listing (as defined below), YIN Juehui, YIN Juelian, CAO Liwen, WU Wenhong, HUANG Aihua, Shanghai Yiqu and other then shareholders of Shanghai Quna flipped out their corresponding interest in Shanghai Quna to the listing vehicle, Qunabox Group Limited (the “**Company**”, together with subsidiaries (the “**Subsidiaries**”), the “**Group**”) in September 2021, and hold shares in the Company through the trusts and the offshore special purpose vehicles (“**SPV**”) controlled by each of them, among which Shanghai Yiqu transferred the equity interest held by it in Shanghai Quna to YIN Juehui and QIAN Jun, who hold shares in the Company through the trusts and the SPVs controlled by each of them. As of the Date of this Agreement, the Parties, through the trusts and the SPVs respectively controlled by each of them, continue to hold shares in the Company.

- (iii) 由于公司拟在香港联合交易所有限公司主板上市（“**上市**”），为进一步明确协议各方之间过往以及未来就管理和运营公司的安排，各方经友好协商并达成成本协议。

As the Company intends to list on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Listing**”), this Agreement has been reached through the friendly negotiations of the Parties and shall clarify among the Parties the arrangement with respect to the management and operation of the Company in the past and in the future.

各方达成以下协议并作出以下确认：

**The Parties have reached the following agreement and made the following confirmation:**

1. 各方确认，自各方各自在上海趣致直接或间接持有股权之日开始（以下简称“**起始日**”）至本协议签署日（以下简称“**一致行动期间**”），其对任何涉及集团业

务、运营、财务以及管理方面的重大事项均一致行动。此外，在一致行动期间，其确认在集团业务、运营、财务以及管理等重大事项或核心决策上各方均达成一致并没有产生过任何分歧；此外，各方约定假设有任何重大事项或核心决策无法达成一致或产生分歧时，考虑到殷珏辉在核心管理层以及集团管理和运营中的核心作用，并由于各其他方在相应期间内作为股东的经济利益与殷珏辉吻合，将以殷珏辉的意见为各方最终的决定，并根据殷珏辉的指示进行投票，且各其他方与殷珏辉之间就如何投票并无任何争议；各其他方愿意为公司进一步发展及前景继续将其投票权交付予殷珏辉。

The Parties confirm that, from the date when each Party started to directly or indirectly hold equity interest in Shanghai Quna (the “**Starting Date**”) to the Date of this Agreement (the “**Acting in Concert Period**”), they have been acting in concert regarding the significant matters and core decisions on the business, operation, finance and management of the Group. In addition, during the Acting in Concert Period, they have reached consensus and do not have any difference regarding the significant matters and core decisions on the business, operation, finance and management of the Group. Furthermore, where the Parties are unable to reach consensus or are experiencing difference, the Parties have agreed that, in consideration of YIN Juehui’s core position in the leadership, management, and the operations of the Group, and the alignment of economic interest of each of the other Parties as shareholders with that of YIN Juehui, the final decisions of the other Parties shall be based on the opinion of YIN Juehui; the other Parties shall make their voting decisions according to the directions of YIN Juehui and do not dispute such decisions. YIN Juelian, CAO Liwen, WU Wenhong, HUANG Aihua and QIAN Jun are willing to continue to defer their voting rights to YIN Juehui for the further development and prospects of the Company.

2. 基于本协议第 1 条约定的一致行动关系，各方进一步确认自 2022 年 1 月 1 日至本协议签署日就涉及需由公司或其任一附属公司股东会、董事会作出决议的重大事项，其均以一致行动和统一依法的方式（包括但不限于通过控制的 SPV 或信托）行使其提案权、提名权、投票权及决策权，因此公司满足《香港联合交易所有限公司证券上市规则》（“《上市规则》”）第 8.05(1)(c) 及 8.05(3)(c) 条规定的拟上市申请人至少最近一个财政年度需要满足拥有权和控制权连续性的要求。

In light of the acting in concert arrangement under Section 1 of this Agreement, the Parties have further confirmed that from January 1, 2022 to the Date of this Agreement, regarding significant matters for which a resolution is required in a meeting of the shareholders or the board of directors of the Company or any of the Subsidiaries, they have all exercised (such includes but is not limited to acting through the SPVs or trusts controlled by them) their rights of proposal, nomination, voting and decision-making by acting in concert with one another and in compliance with the law. As such, the Company meets the requirement under Rules 8.05(1)(c) and 8.05(3)(c) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”), which require that an applicant for a proposed listing shall satisfy the requirement for ownership and control continuity for at least the most recent audited financial year.

3. 各方为了集团长期稳定的发展，同意从本协议签署日起，按照适用的法律、法规和规则，就各方直接地或间接地（包括但不限于通过控制的 SPV 或信托）对公司及其任一附属公司经营以及行使其拥有对公司或其任一附属公司股权的投票权等重大事项均继续与殷珏辉保持一致行动，包括但不限于：

For the long-term stable development of the Group, the Parties have agreed that, from the Date of this Agreement and in accordance with the applicable laws, regulations and rules, they shall continue to, directly or indirectly, act in concert with YIN Juehui (such acting in concert includes but is not limited to acting through the SPVs or trusts controlled by them) regarding the operation of the company, the exercise of their voting rights and any other significant matters, either of the Company or any of the Subsidiaries. Such significant matters include but are not limited to:

- a) 提议召开公司股东会、董事会以及提交有关的议案以供表决；  
Proposal to convene a shareholders' meeting and a meeting of the board of directors of the Company, and submission of the relevant resolutions;
- b) 在公司股东会以及董事会对于有关议案以及工作报告的投票和表决；  
Voting on the relevant resolutions and work reports at a shareholders' meeting and the meeting of the board of directors of the Company;
- c) 考虑和审阅集团的经营方针和投资计划；  
Consideration and review of the Group's business policies and investment plans;
- d) 提名担任公司和各附属公司的董事和主要管理层的人选，以及考虑和批准有关其董事和主要管理层的报酬的建议；  
Nomination of candidates for the directorship and the key senior management roles of the Company and the Subsidiaries, and consideration and approval of proposals for the remuneration of such directors and the key senior management;
- e) 集团各公司的年度财务预算方案、决算方案的事宜；  
Matters related to the annual budget and final accounts of the Group;
- f) 集团各公司的利润分配方案和弥补亏损方案的事宜；  
Matters related to the profit distribution and the remediation of loss of the Group;
- g) 集团各公司增加或者减少股份或注册资本；  
Increase or decrease in the issued share capital or the registered share capital of the Group;
- h) 集团各公司发行债券或融资相关的事宜；  
Matters related to the issuance of bonds or the obtaining of financing by the Group;
- i) 集团各公司合并、分立、解散、清算或者变更集团各公司形式等相关事宜；  
Matters related to the merger, division, dissolution, liquidation or alteration of the corporate form of the Group;

- j) 涉及集团各公司公司章程的事宜；以及  
Matters related to the articles of association of the Group companies; and,
- k) 其他不违反相关法律、法规、集团各公司公司章程而各方同意的未尽事宜。  
Any other matters that are in compliance with the applicable laws and regulations and the articles of association of the Group companies and are agreed upon by the Parties.
4. 各方承诺，公司股东会、董事会对相关事项进行审议前，其须达成一致意见，并按照该一致意见直接地或间接地（包括但不限于通过其控制的 SPV 或信托）对该等事项行使表决权。前述各方直接地或间接地（包括但不限于通过其控制的 SPV 或信托）行使提案权、提名权、投票权以及决策权之前，就相关议案之内容，应履行以上程序。  
The Parties undertake that they shall reach an agreement prior to the consideration and approval of any such matters at a shareholders' meeting and a meeting of the board of directors of the Company, and, directly or indirectly, exercise their voting rights on such matters in accordance with such an agreement (such includes but is not limited to acting through the SPVs or trusts controlled by them). They shall perform the aforesaid agreement prior to the direct or indirect exercise (such includes but is not limited to acting through the SPVs or trusts controlled by them) of their rights of proposal, nomination, voting and decision-making for the relevant resolution.
5. 除殷珏辉以外的各方向殷珏辉承诺，在公司上市后按照《上市规则》第 10.07 条要求以及本次上市承销协议的要求（如适用），他们（包括其各自控制的 SPV）将与殷珏辉一起接受同等的股份锁定限制。  
The Parties (other than YIN Juehui) undertake to YIN Juehui that they (and the SPVs respectively controlled by each of them) shall be subject to the same share lock-up restriction as would YIN Juehui following the Listing in accordance with the requirements of Rule 10.07 of the Listing Rules and those of the underwriting agreement for the Listing (if applicable).
6. 各方承诺，各方直接或间接持有公司表决权期间，本协议持续有效，除殷珏辉书面同意以外，任何一方均不得以委托等任何方式将其直接或间接持有的全部或部分集团股权委托给殷珏辉之外的第三方行使，也不得解除本协议。  
The Parties undertake that, this Agreement will continue to be effective during the period when each Party directly or indirectly holds the Company's voting rights, and except with the written consent of YIN Juehui, any such Party shall not, directly or indirectly, entrust, whether by means of power of attorney or otherwise, all or part of the equity interests in the Group to any third party other than YIN Juehui, nor shall such Party terminate this Agreement.
7. 各方确认，就本协议项下一致行动事宜，各方不存在任何争议、纠纷以及潜在的争议、纠纷，不存在其他委托持股、股权代持、投票权委托或其他利益安排。

The Parties confirm that there are no disagreements, disputes or potential disagreements or disputes between the Parties regarding the acting in concert matters under this Agreement, and there are no other entrusted shareholdings, equity holdings, voting proxy or other interest arrangements.

8. 各方同意其姓名、本协议及有关内容将在公司为上市刊发之招股章程以及相关香港联合交易所有限公司、中国证券监督管理委员会上市申报文件中披露。  
The Parties agree that their names, this Agreement and its related information shall be disclosed in the prospectus published pursuant to the Listing, as well as filing documents required by The Stock Exchange of Hong Kong Limited and the China Securities Regulatory Commission pursuant to the Listing.
9. 各方了解并同意其将遵守所有在《上市规则》、证券及期货事务监察委员会刊发之《公司收购、合并及股份回购守则》及香港《证券及期货条例》中的规定并将根据有关的规定进行申报。  
The Parties understand and agree that they shall comply with all requirements of the Listing Rules, the Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong, and the Securities and Futures Ordinance, and shall make declarations in accordance with the relevant regulations.
10. 各方承诺及保证均具有权利能力与行为能力订立和履行本协议，本协议对协议各方具有合法、有效的约束力。  
Each of the Parties represents and warrants to the other Parties that he/she has the legal capacity to enter into and perform this Agreement. This Agreement shall have legally binding effect on all Parties to this Agreement.
11. 各方对因采取一致性行动而涉及的文件资料，商业秘密及其可能得知的协议他方的商业秘密负有合理的保密义务。  
All Parties bear reasonable obligations to keep confidential any documents, information, trade secrets, and any other trade secrets that may become known due to agreements with other parties in connection with their acting in concert.
12. 各方承诺及保证其在本协议中承担的义务是合法有效的，其履行不会与其承担的其他合同义务冲突，也不会违反任何法律。  
Each of the Parties represents and warrants to the other Parties that the obligations of the Parties in this Agreement are legal and valid and that the performance of such will not conflict with other contractual obligations assumed by the Parties and will not violate any law.
13. 各项声明、保证和承诺是根据起始日和本协议签署日分别存在的实际情况而做出的，协议各方声明，其在本协议中的所有声明、保证和承诺均不可撤销。  
All representations, warranties and undertakings are made with respect to the circumstances existing on the Starting Date and the Date of this Agreement. All such representations, warranties and undertakings in this Agreement are irrevocable.

14. 由于任何一方的违约，造成本协议不能履行或不能完全履行时，由违约方承担违约责任。如出现多方违约，则根据各方过错，由各方分别承担相应的违约责任。

Where this Agreement cannot be performed or fully performed due to the breach of any one Party, the Party in default shall be liable for the breach. In case of a multi-Party default, the defaulting Parties shall be liable in accordance to their degree of fault.

15. 本协议受中国法律管辖，但不包括其冲突法规范。凡因本协议引起的或与本协议相关任何争议，如果通过友好协商后不能解决，则有关争议均应提交位于上海的上海国际经济贸易仲裁委员会（上海国际仲裁中心）根据届时有效的仲裁规则进行仲裁，仲裁地为上海。仲裁员人数为三（3）名，各方可以分别选定一名仲裁员。仲裁裁决是终局的，对各方均有拘束力。仲裁选用的语言为中文。

This Agreement is governed by the laws of the PRC, but is not subject to provisions of PRC's conflict of laws. Any disputes arising from or in connection with this Agreement, if remaining unsettled after negotiations in good faith, shall be submitted to the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) in Shanghai, PRC, for arbitration according to the rules of arbitration validly in effect at the time. The seat of arbitration shall be in Shanghai, PRC. The number of arbitrators is three (3) and each Party may select one arbitrator. The arbitration decision shall be final and binding on all Parties. The language for arbitration shall be Chinese.

16. 通知：一方根据本协议要求的任何通知，或一方根据本协议给出的任何通知，均应采取书面方式，用中文及英文撰写。该通知亲自送交或以挂号信（预付费）的方式寄至被通知方书面方式指定的地址即视为送达。

Notice: Any notice required or given by any Party pursuant to this Agreement shall be provided in writing and in Chinese and English. Any such notice is considered served if it is delivered personally, or by registered post to an address specified by the receiving party.

17. 可分割性：本协议中的任何条款被认定为无效或不可实施，本协议的其他条款不受影响。

Severability: In case any provision in this Agreement is deemed invalid or unenforceable, the remaining provisions shall not in any way be affected.

18. 拘束力：本协议及其项下的任何权利和义务均对本协议的各方及其继承者和被转让者有拘束力。

Binding effect: This Agreement and any rights and obligations hereunder are binding on the Parties to this Agreement and their successors and assignees.

19. 本协议中未尽事宜或出现与本协议相关的其他事宜时，由协议各方协商解决并另行签订补充协议，补充协议与本协议具有同等法律效力。

In case of any outstanding matters in or any other matters related to this Agreement, the Parties shall resolve such matter through negotiations and sign supplemental

agreements where appropriate. Such supplemental agreement shall have the same legal effect as this Agreement.

20. 本协议一式六份，协议各方各执一份。  
This Agreement shall be executed in 6 copies with each Party to the Agreement holding one copy.
21. 本协议经各方签字后生效。  
This Agreement shall become effective upon signing by the Parties.

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A stylized handwritten signature in black ink, appearing to read '殷珏辉'.

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YIN Juehui (殷珏辉)

殷珏莲

YIN Juelian (殷珏莲)

A stylized handwritten signature in black ink, consisting of three characters: '黃', '愛', and '華'.

HUANG Aihua (黃愛華)



CAO Liwen (曹理文)



QIAN Jun (钱俊)

A stylized, cursive handwritten signature in black ink, consisting of several fluid, interconnected strokes.

WU Wenhong (吴文洪)