

## Acting-in-Concert Deed

The DEED (“**Deed**”) is dated September 26, 2019 and made

### BY AND BETWEEN:

- (1) **XIE Fangmin**, holder of People’s Republic of China Identity Card No. 420105197811164218 (“**Party A**”); and
- (2) **ZHOU Feng**, holder of Singapore Passport No. E6513721D (“**Party B**”, together with Party A, the “**Concert Parties**” and each a “**Concert Party**”).

### WHEREAS:

- A. Fangzhou Inc. (the “**Company**”) is an exempted company incorporated in the Cayman Islands with limited liability on September 26, 2019 with its registered office at P.O. Box 32311, Grand Cayman KY1-1209, Cayman Islands.
- B. As of the date of this Deed, Party A is the ultimate beneficiary owner of certain ordinary shares of the Company.
- C. As of the date of this Deed, Party B is the ultimate beneficiary owner of certain ordinary shares of the Company.
- D. Each of the parties hereto has agreed to enter into this Deed to confirm their acting in concert (as such term is defined in The Code on Takeovers and Mergers) arrangements in relation to the control and management of the Company, its subsidiaries and consolidated affiliated entities (collectively, the “**Group**”) since the date of this Deed (“**Effective Date**”).

### NOW THIS DEED WITNESSTH as follows:

1. The Concert Parties jointly confirm and agree that, since the Effective Date and until this Deed is terminated pursuant to Clause 2:
  - a) they have acted and will continue to act in concert and collectively for all material management affairs and the arrival and/or execution of all commercial decisions, including but not limited to financial and operational matters, of the Group;
  - b) they have given and will continue to give unanimous consent, approval or rejection on any other material issues and decisions in relation to the business of the Group;
  - c) they have casted and will continue to cast unanimous vote collectively for or against all resolutions in all board and shareholders’ meetings and discussions of the Group; and
  - d) they have cooperated and will continue to cooperate with each other to maintain and consolidate control and management of the Group.

2. This Deed shall terminate once either Concert Party ceases to have any shareholding, either direct or indirect, in the Group.
3. This Deed shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and each Concert Party submits to the exclusive jurisdiction of the courts of Hong Kong for any claim or matter arising under this Deed.

*[Intentionally left blank]*

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the day and year first above written.

**SIGNED, SEALED AND DELIVERED )**

by **XIE Fangmin** )

in the presence of: )

A handwritten signature in black ink, appearing to be 'XIE Fangmin' in a stylized cursive script.

**SIGNED, SEALED AND DELIVERED )**

by **ZHOU Feng** )

in the presence of: )

A handwritten signature in black ink, appearing to be 'ZHOU Feng' in a stylized cursive script.