

**股权表决权委托协议**  
**Voting Proxy Agreement**

本股权表决权委托协议(下称“本协议”)于 2023 年 01 月 11 日由下列各方在上海签署:  
This Voting Proxy Agreement (this "Agreement") is executed by and among the following Parties as of 11/01/2023 in Shanghai:

深圳平安金融科技咨询有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼 (“**委托人甲**”)。  
**Shenzhen Pingan Financial Technology Consultation Company**, a limited liability company organized and existing under the laws of PRC, with its address at Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen (the "**Principal A**").

上海兰帮投资有限责任公司, 一家依照中国法律成立和存续的有限责任公司, 地址为上海市浦东新区龙阳路 2277 号 1002N (“**委托人乙**”)。  
**Shanghai Lanbang Investment Company**, a limited liability company organized and existing under the laws of PRC, with its address at 1002N, No. 2277 Longyang Road, Pudong New District, Shanghai (the "**Principal B**")

新疆同君股权投资有限合伙企业, 一家依照中国法律成立和存续的有限合伙企业, 地址为新疆乌鲁木齐市经济技术开发区厦门路 21 号四楼 46 号 (“**委托人丙**”)。  
**Xinjiang Tongjun Equity Investment Limited Partnership**, a limited partnership organized and existing under the laws of PRC, with its address at No. 46, Floor 4, No.21 Xiamen Road, Economic and technological Development District, Urumchi, Xinjiang (the "**Principal C**")

林芝金生投资管理合伙企业(有限合伙), 一家依照中国法律成立和存续的有限合伙企业, 地址为西藏林芝地区工布江达县物价局三楼 301 室 (“**委托人丁**”, 与委托人甲、委托人乙、委托人丙合称为“**委托人**”)。  
**LinzhiJinsheng Investment Management Limited Partnership**, a limited partnership organized and existing under the laws of PRC, with its address at 3-301, Price Bureau, Gongbujiangda County, Linzhi District, Tibet (the "**Principal D**", together with Principal A, Principal B and Principal C as "**Principals**")

未鲲(上海)科技服务有限公司, 一家依照中国法律成立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 15 楼 (“**上海未鲲**”)。上海未鲲的股权由陆金所控股有限公司 (“**最终控股股东**”), 一家在开曼群岛获豁免的有限责任公司, 最终实益持有 100%。  
**Weikun (Shanghai) Technology Service Co., Ltd.**, a limited liability company organized and existing under the laws of PRC, with its address at Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (“**Shanghai Weikun**”). The equity interests of Shanghai Weikun is ultimately beneficially held by Lufax Holding Ltd ("**Ultimate Controlling Shareholder**"), an exempted company with limited liabilities in the Cayman Islands, as to 100%.

上海雄国企业管理有限公司, 一家依照中国法律设立和存续的有限责任公司, 地址为中国(上海)自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室 (“**运营实体**”)。  
**Shanghai Xionguo Corporation Management Co., Ltd.**, a limited liability company organized and existing under the laws of PRC, with its address at Room 0401, Floor 4, No.1333 LuJiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai (the "**OPCO**").

杨学连, 一名中国公民, 身份证号为 410711196008101035。  
**Yang Xuelian**, a Chinese citizen, ID card number is 410711196008101035.

石京魁，一名中国公民，身份证号为 340302196207250416。  
**Shi Jingkui**, a Chinese citizen, ID card number is 340302196207250416.

王文君，一名中国公民，身份证号为 440301196709186765。  
**Wang Wenjun**, a Chinese citizen, ID card number is 440301196709186765.

窦文伟，一名中国公民，身份证号为 22010419650609151X。  
**Dou Wenwei**, a Chinese citizen, ID card number is 22010419650609151X.

(杨学连、石京魁、王文君、窦文伟以下合称“**个人股东**”，个人股东与委托人以下合称“**股东**”。)

(Yang Xuelian, Shi Jingkui, Wang Wenjun, and Dou Wenwei, collectively as the "**Individual Shareholders**"; the Individual Shareholders and the Principals, together as the "**Shareholders**".)

在本协议中，上述以下各称“**一方**”，合称“**各方**”。

In this Agreement, above shall be referred to as a "**Party**" respectively, and they shall be collectively referred to as the "**Parties**".

鉴于：

Whereas:

1. 委托人是运营实体登记在册的合法股东，合计享有运营实体 100%的股权（“**股权**”）；  
The Principals are the registered shareholders of the OPCO and collectively holds 100 % of the equity interests in the OPCO (the "**Shares**");
2. 运营实体与上海未鲲于 2023 年 12 月 1 日签署了独家业务合作协议（“**服务协议**”）；  
The OPCO and Shanghai Weikun entered into the Exclusive Business Cooperation Agreement on 2023/12/01 (the "**Service Agreement**");
3. 股东签署本协议，同意及确认委托人授权 (i) 上海未鲲；(ii) 由上海未鲲授权的董事及其继任人；及 (iii) 任何取代上海未鲲董事的清算人（前述(i)，(ii)和(iii)所述的实体和人士，以下合称“**受托人**”）代表委托人行使作为运营实体股东的所有权利。  
The Shareholders entered into this Agreement to agree and confirm that the Principals shall grant (i) Shanghai Weikun; (ii) the directors authorised by Shanghai Weikun and their successors; and (iii) any liquidator replacing the directors of Shanghai Weikun (the entities and individuals referred to under aforesaid (i), (ii) and (iii), collectively, the "**Proxy**") the power to exercise all rights of the OPCO's shareholders on behalf of the Principals; and
4. 个人股东分别在本协议签署之日向最终控股股东董事会出具了关于本协议和其在运营实体间接持有的权利和权益的书面个人股东承诺函（“《**个人股东承诺函**》”）。  
The Individual Shareholders each executed an individual shareholder's undertaking (the "**Individual Shareholder Undertaking**") in writing in relation to this Agreement and the rights and interests indirectly held by him/her in the OPCO to the board of directors of the Ultimate Controlling Shareholder on the date of this Agreement.

现各方协商一致，达成如下协议：

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

1. **股东投票权及其它股东权利**

**Voting Rights and Other Shareholder Rights**

1.1 根据本协议的条件及条款，委托人将授权受托人代表其行使作为运营实体的股东依据中国法律和运营实体的章程所享有的所有权利，包括但不限于以下各项：

According to the conditions and terms hereunder, the Principals shall authorize the Proxy to exercise on behalf of the Principals all of its rights as a shareholder of the OPCO in accordance with the laws of China and the OPCO's articles of association, including but not limited to the following:

- (1) 提议、召集、参加运营实体的股东会会议；  
propose, convene and attend the shareholders' meetings of OPCO;
- (2) 行使股东表决权，包括但不限于出售、转让、质押或处置股权的一部分或全部及参加运营实体分红或任何其他形式的分配；  
Exercise shareholders' voting rights, including but not limited to any sale, transfer, pledge or disposal of the Shares in part or in whole, and participate in dividend distributions or any other type of distributions of the OPCO;
- (3) 指定和任命运营实体的法定代表人（董事长）、董事、监事、首席执行官（或经理）以及其他高级管理人员；  
designate and appoint the legal representative (chairperson), the director, supervisor, the chief executive officer (or general manager) and other senior management members of the OPCO;
- (4) 签署会议记录及向相关公司注册机关提交文件；及  
sign minutes and file documents with the relevant companies registry;  
and
- (5) 在运营实体破产时，代表委托人行使表决权。  
exercise voting rights on the winding up of the OPCO on behalf of the Principals.

1.2 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，个人股东及委托人承诺及同意如下：

For Proxy's effective implementation and exercise of each power and right granted under Article 1.1 above, the Individual Shareholders and the Principals hereby undertake and agree as follows:

- 1.2.1 若任何法律、法规或任何政府机关要求委托人就某一项具体的受托事项出具或签署特别的授权委托书、政府审批申请文件或类似文件或要求办理相关手续（如授权委托书的公证等），则其应立即按照该等要求出具和/或配合签署相关文件；及  
If any law, regulation, or government body requires Principals to issue or execute special power of attorney, governmental application documents, or similar documents or requires Principals to carry out

related procedures (such as notarization of power of attorney) with respect to a specific matter under entrustment, the Principals shall immediately issue and/or cooperate to execute related documents per such requirements; and

1.2.2 委托人应及时采取所有必要的行动促使并确保受托人在运营实体的董事会或股东会所作出的所有决议得到执行。委托人不得以其运营实体股东身份，拖延或拒绝任何前述决议在运营实体层面通过和/或得到执行。

The Principals shall promptly take all necessary actions to procure and ensure the due implementation of all the resolutions made by the Proxy in a board of directors' meeting or shareholders' meeting of the OPCO. The Principals shall not, in the capacity of the OPCO's shareholder, delay or refuse the passing and/or implementation of any said resolution of the OPCO.

1.3 为使受托人能有效实施并开展上述第 1.1 条项下授予受托人的各项权力及权利，运营实体承诺及同意如下：

For the effective exercise of the powers and rights granted to the Proxy under Article 1.1, the OPCO hereby undertakes and agrees as follows:

1.3.1. 在不违反相关法律、法规的前提下，执行受托人在运营实体的董事会或股东会所作出的所有决议，包括但不限于立即按照受托人的要求出具相关文件和/或配合签署相关文件；

Subject to applicable laws and regulations, the OPCO shall implement all the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO, including but not limited to the immediate provision and/ or the execution of relevant documents as required by the Proxy;

1.3.2. 运营实体应配合受托人了解其运营详情。运营实体应当向受托人提供任何公司账簿、账目、记录和其他文件。受托人有权摘录或复印此等账簿、账目、记录和其他文件；及

The OPCO shall assist the Proxy with understanding the details of its operation. The OPCO shall provide the Proxy with any corporate books, accounts, records and other documents. The Proxy is entitled to make extracts or photocopies of such books, accounts, records and other documents; and

1.3.1 提供一切必要的其他协助，包括但不限于在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求）及时签署受托人已作出的运营实体的股东会决议或其他相关的法律文件。

The OPCO shall provide all other necessary assistance, including but not limited to promptly signing the shareholders' resolution of the OPCO made by Proxy and other relevant legal documents when necessary (such as to meet the government authorities' request on documents required for approval, registration and filing).

1.4 在不限制本协议项下授予的权力和权利的一般性的原则下，受托人应拥有本协议项下的权力和授权代表委托人签署独家股权购买权协议及独家资产购买权协议中约定的转让协议（委托人被要求作为该协议一方时），

并行使和履行委托人作为协议一方的股权质押协议、独家股权购买权协议和独家资产购买权协议的权利和义务。为前述目的，“股权质押协议”、“独家股权购买权协议”和“独家资产购买权协议”指由委托人、运营实体、受托人和其他方（若适用）于本协议同签署的相关协议。

Without limiting the generality of the powers and rights granted hereunder, the Proxy shall have the power and authority under this Agreement to execute the Transfer Agreements stipulated in the Exclusive Equity Interest Option Agreement and Exclusive Assets Option Agreement, to which the Principals are required to be a party thereof, on behalf of the Principals, and to exercise and perform the rights and obligations under the Share Pledge Agreement, Exclusive Equity Interest Option Agreement and Exclusive Asset Option Agreement, to which the Principals are the party. For purpose of the aforesaid, the "Share Pledge Agreement", "Exclusive Equity Interest Option Agreement" and "Exclusive Asset Option Agreement" shall respectively refer to the relevant agreement entered into among the Principals, OPCO, the Proxy, and other parties (if applicable) on the date hereof.

- 1.5 受托人行使股权权利的所有行为均应视为委托人的行为，签署的所有相关文件均应视为由委托人签署。受托人在作出上述行为时均可按照其自己的意思行事，无须事前征求委托人或任何股东的同意。股东和委托人特此承认和批准受托人的该等行为和/或文件，认可并承担前述行为或文件所产生的法律后果。

The exercise of the rights attached to the Shares by the Proxy shall be deemed as the actions of the Principals, and all the documents related thereto executed by the Proxy shall be deemed to be executed by the Principals. When acting in respect of any and all of the aforementioned matters, the Proxy may act at its own discretion and does not need to seek the prior consent of the Principals or any Shareholder. The Shareholders and the Principals hereby acknowledge and ratify those actions and/or documents by the Proxy and acknowledge and accept the legal consequences arising therefrom.

- 1.6 个人股东和委托人同意和认可，在任何情况下，受托人不应就其行使本协议项下委托权利而被要求对其他方或任何第三方承担任何责任或作出任何经济上的或其他方面的补偿。个人股东和委托人同意补偿受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受任何损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。但如系由于受托人严重疏忽或故意的不当行为而引起的损失，则该等损失不在补偿之列。

The Individual Shareholders and the Principals agree and acknowledge that under no circumstances shall the Proxy be required to be held liable to or make economic or other compensations for any other or third parties as a result of its exercise of the rights granted hereunder. The Individual Shareholders and the Principals agree to indemnify the Proxy and hold it harmless from any and all losses that are or may be incurred by the Proxy as a result of the exercise by it of the rights granted hereunder, including but not limited to the losses arising from any actions, recourses, arbitrations, claims or government investigations or punishments filed against it by any third parties, unless such losses are incurred as a result of the Proxy's gross negligence or willful misconduct.

- 1.7 在本协议期限内，未经受托人事先书面同意，委托人不得提前终止或撤销本协议，亦不得采取任何与受托人行使上述第 1.1 条项下授予受托人的各项权力及权利所相悖或不一致的作为或不作为。

Within the term of this Agreement, without the prior written consent of the Proxy, the Principals shall neither terminate this Agreement early or rescind this Agreement nor take any actions or inactions against or inconsistent with the exercise by the Proxy of the powers and rights granted to it under Article 1.1.

1.8 在本协议期限内，委托人不得采取或促使运营实体采取任何与受托人在运营实体的董事会或股东大会作出的决议相悖或不一致的行为。  
Within the term of this Agreement, the Principals shall not procure the OPCO to, or take any action against or inconsistent with the resolutions made by the Proxy in a board of directors' meeting or a shareholders' meeting of the OPCO.

1.9 委托人不得采取任何行动质疑、挑战、辩驳或反对独家业务合作协议及本协议的效力和执行力以及根据独家业务合作协议或本协议所进行的交易的效力和执行力。  
The Principals shall not take any action to dispute, challenge, contest or work against the validity and enforceability of the Exclusive Business Cooperation Agreement and this Agreement and of the transactions contemplated under the Exclusive Business Cooperation Agreement and this Agreement.

1.10 若运营实体的运作或决定必须获得委托人作为股东的表决批准时，未经受托人的董事会事先书面同意，委托人不得作出任何表决批准。  
If any operation or decision of the OPCO is subject to the approval by the Principals in the capacity of shareholder, without the prior written consent of the Proxy, the Principals shall not vote to approve such operation or decision.

1.11 未经受托人事先书面同意，委托人不得达成任何对运营实体有约束力的合同或协议、增加运营实体所承担的义务、或者从事任何违反协议的行为。  
Without the prior written consent of the Proxy, the Principals shall not enter into any contract or agreement binding upon the OPCO or take any action increasing the obligation of the OPCO or in breach of this Agreement.

1.12 在本协议有效期期间，委托人特此放弃已在本协议委托给受托人的与股权有关的所有权力和权利，并且不得自行行使该等权力和权利。  
During the term of this Agreement, the Principals hereby waives all the powers and rights associated with the Shares, which have been granted to the Proxy hereunder, and shall not exercise such powers and rights on its own.

1.13 在任何个人股东发生死亡、丧失行为能力或可能发生其他可能影响持有或行使其间接持有的委托人及运营实体的股权的情况下，相关个人股东的（i）任意继承人或（ii）根据该等个人股东签署的《个人股东承诺函》由上海未鲲指定的自然人或法人（“指定受让人”）将被视为本协议的签署一方，承担相关个人股东在本协议下的所有权利和义务。如发生任何继承或《个人股东承诺函》项下的股权转让，股东将办理一切必要的手续并采取一切必要的行动以促使该等股权转让获取所需的政府审批（如适用）。

(i) The inheritor of any Individual Shareholder or (ii) the individual or legal person designated by Shanghai Weikun pursuant to the Individual Shareholder Undertaking executed by the relevant Individual Shareholder (the "**Designated Transferee**") shall undertake any and all the rights and obligations of the relevant Individual Shareholder under this Agreement as a result of his/her

death, incapacitation or any other circumstances which could affect his/her holding or exercising his/her equity indirect interests in the Principal and the OPCO, as if the inheritor or Designated Transferee were a signing party to this Agreement. Under the circumstance of an inheritance or share transfer pursuant to the relevant Individual Shareholder Undertaking, the Shareholders shall complete all necessary procedures and take all necessary actions to procure the required government approval (if applicable) being obtained for such share transfer.

- 1.14 在委托人或其继承人是运营实体注册股东的前提下，本协议自签署之日起不可撤销并持续地有效，除非受托人作出相反的书面指示。  
So long as a Principals or its successor(s) is/are an equity holder of, or has control over, the OPCO, this Agreement shall be irrevocably and continuously valid and effective from the date of its execution, unless the Proxy otherwise advises in writing.

## 2. 陈述及保证 Representations and Warranties

股东和运营实体各自向受托人作出以下陈述与保证：

The Shareholders and the OPCO each represents and warrants to the Proxy that

- (a) 其具有订立本协议并履行本协议项下义务及责任所需的全部权力和能力；  
it has all the powers and capacities to enter into this Agreement and perform all the obligations and duties hereunder;
- (b) 其在本协议中承担的义务及责任为合法的、有效的、具有约束力的，并可按其条款强制执行；  
its performance of the obligations and duties hereunder is legal, valid, binding and enforceable pursuant to the terms thereof;
- (c) 进行和从事所有需要采取、满足或实施的行动以及所有条件和事项（包括取得任何所需的同意、批准和授权，如法律有此要求），以：  
carry out and satisfy all actions, conditions and events that shall be carried out, satisfied or implemented (including obtaining all necessary consents, approvals and authorisations, if required by law) so that
  - (i) 使其合法订立本协议，行使其在本协议下的权利，履行和遵守本协议下其承担的义务及责任；  
it may legally enter into this Agreement, exercise its rights hereunder, and perform and comply with its obligations and duties hereunder;
  - (ii) 确保本协议下由其承担的义务及责任是合法、有效和具有约束力的；及  
it can ensure its obligations and duties hereunder are legal, valid and binding; and
  - (iii) 使本协议在所适用的法律项下均成为可以接受的证据。  
this Agreement becomes admissible evidence under the applicable laws.

- (d) 其订立本协议、行使其在本协议下的权利、履行并遵守本协议下由其承担的义务及责任并无违反或抵触下列各项或超出下列各项授予或加诸的任何权力或限制：  
its entering into of this Agreement, exercise of the rights hereunder, and performance and compliance of the obligations and duties hereunder neither breach or contravene any of the following or exceed any powers or restrictions granted or imposed by any of the following:
- (i) 其应遵守的任何法律、条例、法规或规定、任何判决、命令或裁决、或任何同意、批准或授权；或  
any laws, ordinances, regulations, or rules, any judgments, orders or arbitrations, or any consents, approvals or authorisations that it shall comply with; or
  - (ii) 其章程或任何其它适用文件或组织性文件的任何条款；或  
its articles of association or any provision of any other applicable document or constitutional document; or
  - (iii) 其为一方或其任何资产受其约束的任何协议或文件的条款。  
any provision in any agreement or document to which it is a party or by which any of its assets is bound.
- (e) 已取得就订立及履行本协议以及使本协议合法有效而需的任何政府或其它机构（如法律有此要求）或其任何受托人的所有批准及授权，并完全有效。  
it has obtained all the approvals and authorisations from any government or other organisations (if so required by law) or any of its proxies that are necessary for the entering into and execution and the validity of this Agreement, and all the approvals and authorisations are fully effective.

3. **可分割性**  
**Severability**

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

4. **授权期限**  
**Term of Authorization**

本协议项下授予受托人的权力及权利的期限与受托人和运营实体签署的独家业务合作协议的期限相等。

The term of authorization of the powers and rights to the Proxy hereunder shall be the same as that of the Exclusive Business Cooperation Agreement executed between the Proxy and the OPCO.

## 5. 通知 Notices

5.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务或传真发到该等一方的下列地址。每份通知还应再以电子邮件发送一份确认件。该等通知视为有效送达的日期应按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(i) 通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址发送或拒收之日有效送达。  
Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

(ii) 通知如果是通过传真发出的，则应视为于成功传送之日有效送达（应以自动生成的传送确认信息为证）。  
Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

5.2 为通知的目的，各方地址如下：  
For the purpose of notices, the addresses of the Parties are as follows:

公司： 深圳平安金融科技咨询有限公司  
Company: **Shenzhen Pingan Financial Technology Consultation Company**  
地址： 深圳市福田区福田街道福安社区益田路 5033 号平安金融中心 47 楼  
Address: Floor 47, Pingan Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen  
收件人： 法定代表人  
Attn: Legal Representative

公司： 上海兰帮投资有限责任公司  
Company: **Shanghai Lanbang Investment Company**  
地址： 上海市浦东新区龙阳路 2277 号 1002N  
Address: 1002N, No. 2277 Lonyang Road, Pudong New District, Shanghai  
收件人： 法定代表人  
Attn: Legal Representative

**公司:** 新疆同君股权投资有限合伙企业  
**Company:** Xinjiang Tongjun Equity Investment Limited Partnership  
**地址:** 广东省深圳市罗湖区红岭中路 1010 号国际信托大厦 2 楼  
**Address:** Floor 2, International Trust Building, No.1010 Middle Hongling Road, Luohu District, Shenzhen  
**收件人:** 法定代表人  
**Attn:** Legal Representative

**公司:** 林芝金生投资管理合伙企业（有限合伙）  
**Company:** LinzhiJinsheng Investment Management Limited Partnership  
**地址:** 西藏林芝地区工布江达县物价局三楼 301 室  
**Address:** 3-301, Price Bureau, GongbujiangdaCounty,Linzhi District, Tibet  
**收件人:** 法定代表人  
**Attn:** Legal Representative

**公司:** 上海雄国企业管理有限公司  
**Company:** Shanghai Xiongguo Corporation Management Co., Ltd.  
**地址:** 中国（上海）自由贸易试验区陆家嘴环路 1333 号 4 层 0401 室  
**Address:** Room 0401, Floor 4, No.1333 Lu Jiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai  
**收件人:** 法定代表人  
**Attn:** Legal Representative

**公司:** 未鲲（上海）科技服务有限公司  
**Company:** Weikun (Shanghai) Technology Service Co., Ltd.  
**地址:** 中国（上海）自由贸易试验区陆家嘴环路 1333 号 15 楼  
**Address:** Floor 15, No. 1333, Lujiazui Circle Road, China (Shanghai) Pilot Free Trade Zone, Shanghai  
**收件人:** 法定代表人  
**Attn:** Legal Representative

**姓名:** 杨学连  
**Name:** Yang Xuelian  
**地址:** 上海市白渡路 288 号 3 号楼 1603 室  
**Address:** Room 1603, Building 3, No. 288 Baidu Road, Shanghai

**姓名:** 石京魁  
**Name:** Shi Jingkui  
**地址:** 北京市海淀区丹棱街 3 号中国电子大厦 B 座 10 层  
**Address:** Floor 10, Building B, China Electronic Tower, No. 3 Danleng Road, Haidian District, Beijing

**姓名:** 王文君  
**Name:** Wang Wenjun  
**地址:** 深圳深南东路 5047 号深圳发展银行大厦 15 楼党群工作部  
**Address:** Party work department, Floor 15, Shenzhen Development Bank Building, No.5047, Shennandong Road, Shenzhen

姓名: 窦文伟  
Name: Dou Wenwei  
地址: 深圳市南山区高新南环路 8 号锦锻之滨 5 栋 2C  
Address: 2C, Building 5, Coast of Jinduan, No.8 Gaoxin South Circle Road, Nanshan District, Shenzhen

5.3 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

6. **保密责任**  
**Confidentiality**

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

7. **管辖法律、争议解决和法律变更**  
**Governing Law, Resolution of Disputes and Change in Laws**

7.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国正式公布并可公开得到的法律管辖。对于中国正式公布并可公开得到的法律的未尽事宜，应受国际法律原则和惯例管辖。

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

- 7.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后 30 天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其届时有效的仲裁规则仲裁解决。仲裁应在上海进行，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。

In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, any Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Shanghai, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on all Parties.

- 7.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

- 7.4 在本协议签署之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议签署之日生效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

In case of promulgation or any change to or in any Chinese law, regulation or rule, or any change to or in the interpretation or application of the same anytime after execution of this Agreement, the following agreement shall apply: (a) if any Party would enjoy more benefits under any changed or new law than under the relevant law, regulation or rule in effect at the date of this Agreement, without any material adverse effect upon the other Parties, the Parties shall promptly apply for such benefits brought by the changed or new law. The Parties shall make best efforts to procure the approval of such application; and (b) if the aforementioned law change or promulgation causes any direct or indirect material adverse effect to either Party, all Parties shall try all lawful means to procure exemption from compliance with such changed or new law provisions and use their best efforts to implement this Agreement in accordance with its original terms and conditions. In the event such adverse

effect on the economic interest of either Party is unable to be resolved pursuant to this Agreement, the affected Party may give notice to the other Parties, and the Parties shall hold prompt discussion and make all necessary amendments to this Agreement so as to maintain the economic benefits otherwise enjoyed by the affected Party to the extent permitted under PRC laws.

- 7.5 受限于中国法律的规定，仲裁庭可以就委托人的股权权益或物业权益裁定赔偿、裁定强制救济（就包括但不限于为进行业务或强制转让资产需要）或裁定委托人进行清算。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。受限于中国法律的规定，作为财产保全或执行措施，经争议一方请求，具有管辖权的法院有权在等待组成仲裁庭期间或法律允许的其他适当情形下，向争议一方提供临时性救济措施。受限于中国法律的规定，（i）香港，（ii）开曼群岛，（iii）运营实体的注册成立地（即中国上海）；及（iv）最终控股股东或运营实体主要资产所在地的法院，对前述目的拥有司法管辖权。

Subject to PRC laws, the arbitration tribunal may award remedies over the shares or land assets of Principals, injunctive relief (including but not limited to matters of business or compel the transfer of assets) or award the winding-up of Principals. Any party shall have the right to apply for enforcement of arbitration awards to the court with jurisdiction after the arbitration awards come into force. Subject to PRC laws, at the request of a disputing party, the court of competent jurisdictions shall have the power to grant interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases permitted by laws as the property preservation or enforcement measures. Subject to PRC laws, the courts of (i) Hong Kong, (ii) the Cayman Islands, (iii) the place of incorporation of OPCO (i.e. Shanghai, PRC); and (iv) the place(s) where the Ultimate Controlling Shareholder or OPCO's principal assets are located shall have jurisdiction for the aforesaid purpose.

## 8. 转让

### Assignment

- 8.1 未经受托人的事先书面同意，股东或运营实体不得将其在本协议项下的权利和义务转让给任何第三方。

Without Proxy's prior written consent, Shareholders or the OPCO shall not assign its rights and obligations under this Agreement to any third party.

- 8.2 上海未鲲有权自行决定向其董事、管理人员或其他职员转授权或转让其被委托人授权的权利而不必事先通知委托人或得到委托人的同意。

Shanghai Weikun is entitled to re-authorize or assign rights to its directors, managers or other employees authorized by the Principals at their own discretion and without giving prior notice to the Principals or obtaining the Principals' consent.

## 9. 修订、更改与补充

### Amendment, Change and Supplement

- 9.1 对本协议作出的任何修订、更改与补充，均须经所有各方签署书面协议。Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

9.2 如香港联合交易所有限公司或其他监管机构或交易所对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

If the Stock Exchange of Hong Kong Limited ("SEHK") or any other relevant regulatory authority or stock exchange requests any amendment to this Agreement or if there is any change to the Rules Governing the Listing of Securities on the SEHK or any other relevant stock exchange rules that is relevant to the terms of this Agreement, the Parties shall make corresponding changes to the terms of this Agreement.

10. **继续有效**  
**Survival**

10.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后应继续有效。

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

10.2 第5、7条和本第10条的规定在本协议终止后应继续有效。

The provisions of Sections 5, 7 and this Section 10 shall survive the termination of this Agreement.

11. **其他**  
**Miscellaneous**

11.1 本协议以中文书就，英文翻译仅供参考。中文版本和英文版本如有不一致，应以中文版本为准。本协议正本一式十五(15)份，各方各持一(1)份，其余由上海未鲲持有，每份具有同等的法律效力。

This Agreement is written in Chinese and the English translation is for reference only. In case there is any inconsistency between the Chinese version and the English version, the Chinese version shall prevail. This Agreement shall be executed in 15 counterparts, with each Party having one original and the Shanghai Weikun having the others; each counterpart has equal legal validity.

11.2 本协议对各方的合法受让人及继受人均具有约束力。

This Agreement is binding on the legitimate assigns and successors of all Parties.

11.3 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

[以下无正文]

[The space below is intentionally left blank]



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海兰帮投资有限责任公司  
Shanghai Lanbang Investment Company



签署:

By:

姓名: 钟毅

Name: Zhong Yi

职务: 法定代表人

Title: Legal Representative

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

新疆同君股权投资有限合伙企业  
Xinjiang Tongjun Equity Investment Limited Partnership

签署：

By:

姓名： 窦文伟

Name: Dou Wenwei

职务： 执行事务合伙人

Title: Managing Partner



有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

林芝金生投资管理合伙企业（有限合伙）

**Linzhi Jinsheng Investment Management Limited Partnership**

签署：

By: \_\_\_\_\_

姓名： 杨学连

Name: Yang Xuelian

职务： 执行事务合伙人

Title: Managing Partner



日期： 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

未鲲（上海）科技服务有限公司  
Weikun (Shanghai) Technology Service Co., Ltd.



签署:

By:

姓名: YONG SUK CHO

Name: YONG SUK CHO

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

上海雄国企业管理有限公司  
Shanghai Xiongguo Corporation Management Co., Ltd.

签署:

By:

姓名: GIBB GREGORY DEAN

Name: GIBB GREGORY DEAN

职务: 法定代表人

Title: Legal Representative

日期: 年 月 日

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

杨学连

Yang Xuelian

签署:


By:

A handwritten signature in black ink, appearing to be '杨学连' (Yang Xuelian), written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

石京魁  
Shi Jingkui  
签署：  
By:

A handwritten signature in black ink, appearing to be '石京魁', written over a horizontal line. The signature is stylized and includes a long vertical stroke extending downwards from the end of the line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

王文君

Wang Wenjun

签署：

By:

A handwritten signature in black ink, appearing to be '王文君', written over a horizontal line.

有鉴于此，各方已促使其授权代表于文首所述日期签署了本股权表决权委托协议，以昭信守。


IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Voting Proxy Agreement as of the date first above written.

窦文伟

Dou Wenwei

签署：

By:



A handwritten signature in black ink, consisting of stylized Chinese characters, is written over a horizontal line. The signature is positioned to the right of the printed name 'Dou Wenwei' and the label 'By:'.