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**SHAREHOLDERS AGREEMENT**

**[●], 2014**

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**SHAREHOLDERS AGREEMENT**

This Shareholders Agreement (this “***Agreement***”) dated as of [●], 2014 is entered into by and among [●], an exempted company incorporated under the laws of the Cayman Islands (the “***Company***”), Pudong Science and Technology Investment (Cayman) Co., Ltd. , a company incorporated under the laws of the Cayman Islands (“***PDSTI***”), CEC Industrial Development Investment Inc., a company incorporated under the laws of the British Virgin Islands (“***CEC***”) and each other Person that acquires Shares of the Company after the date hereof and becomes a party to this Agreement by the execution and delivery of an adherence to this Agreement. PDSTI and CEC shall hereinafter be referred to collectively as the “***Investors***” and each an “***Investor***”. The Company, the Investors and the other parties hereto shall hereinafter be referred to collectively as the “***Parties***” and each as a “***Party***”.

**RECITALS**

WHEREAS, subject to Section 8.22 and the Cooperation Agreement, it is intended that (i) the Company shall sign the Assignment and Assumption Agreement (the “***Assignment and Assumption Agreement***”) substantially in the form attached to the Merger Agreement, subject to any amendment mutually agreed upon by M, PD and C, and assume certain of PD’s rights and obligations under the Merger Agreement pursuant to the terms and conditions of the Assignment and Assumption Agreement; and (ii) the Company shall form a new entity as a Cayman Islands exempted company that will be a wholly-owned subsidiary of the Company (the “***Merger Sub***”) and the Company and the Merger Sub shall join the Merger Agreement by signing the joinder agreement substantially in the form attached thereto.

WHEREAS, pursuant to the Merger Agreement, Merger Sub shall merge with and into Montage, with Montage remaining as the surviving corporation and a wholly-owned subsidiary of the Company (the “***Merger***”).

WHEREAS, in connection with the Merger and subject to the terms and conditions hereof and in the Cooperation Agreement, (i) the Company has issued and allotted to each of PD and C, and each of PD and C has subscribed and purchased from the Company, one Class A ordinary share of the Company, par value US$0.01 per share (the “***Class A Shares***”) at a purchase price of US$2 per share pursuant to that certain Share Subscription Agreement dated [●], 2014, by and among the Company, PD and C (the “***Class A SSA***”); and (ii) the Company shall issue and allot to C, and C shall subscribe and purchase from the Company, certain number of Class B ordinary shares of the Company, par value US$0.01 per share (the “***Class B Shares***”) as set forth therein at a purchase price of US$2 per share pursuant to that certain Share Subscription Agreement to be entered into by and between the Company and C (the “***Class B SSA***”) (the “***Class B Share Subscription***”).

WHEREAS, as of the date hereof, each Investor holds the number of Shares set forth opposite such Investor’s name in Exhibit A-1.

WHEREAS, the Parties desire to enter into this Agreement to provide for the management of the Company and to set forth their respective rights and obligations.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and obligations hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

# DEFINITIONS

## Certain Definitions

. For purposes of this Agreement, the following terms have the following meanings:

### “***Affiliate***” means, with respect to any Person, any individual, partnership, corporation, trust or other entity that directly or indirectly controls, or is controlled by, or is under common control with, such Person, where control means the direct or indirect ownership of more than 50% of the outstanding shares or other ownership interests having ordinary voting power to elect directors or the equivalent; provided that other state-owned enterprises or Governmental Authorities controlled by the PRC shall not be deemed as Affiliates of each Investor unless they are controlled by such Investor. For the avoidance of doubt, (i) an Affiliate of any Person that is an investment fund or account (or a Subsidiary of any such investment fund or account) shall include each other investment fund or account (or a Subsidiary of any such other investment fund or account) managed by the same fund manager or advisor or their respective Affiliates, and (ii) an Affiliate of any Person that is an individual shall include the spouse, offsprings, parents and siblings of such individual.

### “***Anti-corruption Laws***” means laws relating to anti-bribery or anti-corruption (governmental or commercial) that apply to the business and dealings of any Group Company, including the PRC Law on Anti-Unfair Competition adopted on September 2, 1993, the Interim Rules on Prevention of Commercial Bribery issued by the PRC State Administration of Industry and Commerce on November 15, 1996 and the U.S. Foreign Corrupt Practices Act of 1977, as amended from time to time.

### “***Board***” means the board of directors of the Company.

### “***Business Day***” means any day other than a Saturday or Sunday, a day on which banks are required or authorized to close in New York, the Cayman Islands, the British Virgin Islands or Hong Kong, or a public holiday in the PRC.

### “***Change of Control Event***” means (A) a transaction or a series of transactions, upon the completion of which holders of the voting securities of a Person immediately prior to such transaction(s) hold less than 50% of the total voting power represented by the voting securities of such Person (or the surviving entity or parent of such Person in the case of a merger) outstanding immediately after such transaction, or (B) a sale, lease or other conveyance of all or substantially all of the assets, including all or substantially all of the intellectual property, of the Group Companies (including by means of sale or exclusive licensing of, or other arrangement the net effect of which is, the disposition of all or substantially all of the Group Companies’ assets) determined by value on a consolidated basis when looking at the Group Companies as a whole.

### “***Closing Date***” has the meaning ascribed to it in the Merger Agreement

### “***Competitor***” means any Person who primarily engages in the same business as Montage Technology Group Limited or its Subsidiaries.

### “***Constitutional Documents***” means, with respect to the Company, its Articles of Association and Memorandum of Association (as amended and restated from time to time), and with respect to any other Person who is not a natural person, such Person’s respective constitutional documents.

### “***Director***” means a director of the Company.

### “***Director Designation Right***” means, with respect to each Investor, its right to designate an Investor Director in accordance with Section 2.2.

### “***Effective Time***” has the meaning ascribed to it in the Merger Agreement.

### “***ESOP***” means any employee equity incentive plan approved by the Board and the Shareholders in accordance with this Agreement and the Constitutional Documents of the Company.

### “***Governmental Authority***” means any agency, public or regulatory authority, instrumentality, department, commission, court, arbitrator, ministry, tribunal or board of any nation or government or political subdivision thereof, in each case, whether foreign or domestic and whether national, supranational, federal, provincial, state, regional, local or municipal.

### “***Government Official***” means any officer, employee or other individual acting in an official capacity for a Governmental Authority or agency or instrumentality thereof (including any state-owned or controlled enterprise).

### “***Group Companies***” means the Company and its Subsidiaries.

### “***IFRS***” means the International Financial Reporting Standards as published by the International Accounting Standards Board.

### “***IPO***” means the initial public offering and listing of the Shares or shares of another Listing Vehicle on the Shanghai Stock Exchange, Shenzhen Stock Exchange, The Hong Kong Stock Exchange, New York Stock Exchange, Nasdaq, or any other internationally recognized securities exchange or automated quotation system approved by the Board and the Shareholders pursuant to this Agreement and the Constitutional Documents of the Company.

### “***Listing Vehicle***” means (i) the Company or (ii) another entity agreed upon by the Board, subject to Section 7.4, that directly or indirectly owns or carries on all or substantially all of the business or assets of the Group Companies and the equity securities of which are or are intended to be listed on a stock exchange.

### ***“Major Shareholder***” means any Shareholder that holds at least 20% of the Shares of the Company, on a fully-diluted basis.

### “***Merger Consideration***” has the meaning ascribed to it in the Merger Agreement.

### *“****New Securities***” shall mean any capital shares of the Company, including the Shares or other voting shares of the Company, and rights, options or warrants to purchase such shares, and securities of any type whatsoever that are, or may become, convertible or exchangeable into such shares, rights, options or warrants, provided, that the term “***New Securities***” shall not include:

#### any of the options, restricted shares, restricted stock units and or other securities to purchase any Shares issued from time to time to the employees, officers, directors, contractors, advisors or consultants of the Group Companies pursuant to any ESOP, and any Shares issuable upon exercise or conversion of the foregoing options, restricted shares, restricted stock units and or other securities;

#### any securities issued in connection with the Class B Share Conversion described in Section 8.19 below;

#### any securities issued in connection with any share split, share dividend or any subdivision of Shares or other similar event as approved by the Board and the Shareholders pursuant to this Agreement and the Constitutional Documents of the Company in which all Shareholders are entitled to participate on a *pro rata* basis;

#### any securities issued in an IPO; and

#### any securities issued pursuant to a bona fide acquisition of another company or business by any Group Company as approved by the Board and the Shareholders pursuant to this Agreement and the Constitutional Documents of the Company.

### “***Ordinary Course***” means the ordinary course of business of the Group Companies consistent with the past practice of the Group Companies and the prevailing industry practice, as applicable.

### “***PDSTI Option End Date***” means the earlier of the date of (i) subject to Sections 2(1) and 2(2) under Article I of the Cooperation Agreement, the six (6) month anniversary of the Closing Date (as defined in the Merger Agreement) and (ii) the consummation of the PDSTI Option.

### “***Permitted Transferee***” means, with respect to each Investor, any of its Affiliates.

### “***Person***” means any natural person, firm, partnership, association, corporation, company, trust, public body or government or other entity of any kind or nature.

### “***Public Shares***” means the equity interests (or class of equity interests) of the Listing Vehicle that are listed on the applicable stock exchange.

### “***PRC***” means the People’s Republic of China, for purposes of this Agreement excluding Hong Kong and Macau Special Administrative Regions and Taiwan.

### “***PRC Anti-Monopoly Bureau***” means the Anti-Monopoly Bureau of the Ministry of Commerce of the PRC, or any successor thereto.

### “***PRC Anti-Monopoly Law***” means the PRC Anti-Monopoly Law adopted on August 1, 2008, as amended and the rules, regulations, orders, notices, guidance notes and other legally binding documents promulgated thereunder, as in effect from time to time.

### “***PRC Antitrust Approval***” means a Notice of Review Decision or other document issued by the PRC Anti-Monopoly Bureau approving the Merger pursuant to PRC Anti-Monopoly Law.

### “***Share***” means, collectively, Class A Shares and Class B Shares.

### “***Shareholder***” means a holder of Shares registered or to be registered in the Company’s register of members that is a Party to this Agreement whether by its execution and delivery of the Agreement as of the date hereof or adherence to this Agreement in accordance with Section 5.1.

### “***Subsidiary***” means, with respect to any Party, any person (i) of which such Party or any other Subsidiary of such Party is a general or managing partner, (ii) of which at least a majority of the securities (or other interests having by their terms ordinary voting power to elect a majority of the board of directors or other performing similar functions with respect to such corporation or other organization) is, directly or indirectly, owned or controlled by such Party or by any one or more of its Subsidiaries, or by such Party and one or more of its Subsidiaries or (iii) whose assets and financial results are consolidated with the net earnings of such Party and are recorded on the books of such Party for financial reporting purposes in accordance with IFRS or US GAAP.

### “***tax***” means any tax, duty, deduction, withholding, impost, levy, fee, assessment or charge of any nature whatsoever (including, without limitation, income, franchise, value added, sales, use, excise, stamp, customs, documentary, transfer, withholding, property, capital, employment, payroll, ad valorem, and net worth or gross receipts taxes) imposed, levied, collected, withheld or assessed by any Governmental Authority and any interest, addition to tax, penalty, surcharge or fine in connection therewith, including any obligations to indemnify or otherwise assume or succeed to the liability of any other Person with respect to any of the foregoing items.

### “***Third Party***” means a bona fide prospective purchaser of Shares in an arm’s-length transaction from a Shareholder where such purchaser is not a Party or a Permitted Transferee of such Shareholder.

### “***Transfer***,” “***Transferring***,” “***Transferred***,” or words of similar import, mean and include any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of law, directly or indirectly.

### “***US GAAP***” means the United States generally accepted accounting principles.

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## Interpretation

. When a reference is made in this Agreement to a Section, Article or Exhibit such reference shall be to a Section, Article or Exhibit of this Agreement unless otherwise indicated. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit but not otherwise defined therein shall have the meaning set forth in this Agreement. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word “including” and words of similar import when used in this Agreement will mean “including, without limitation,” unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns. References to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection. References from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. “HK$” refers to Hong Kong Dollars. “US$” refers to United States Dollars. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends and such phrase shall not mean simply “if.” References to “day” means a calendar day unless otherwise indicated as a “Business Day.”

# CORPORATE GOVERNANCE

## General

. From and after the date hereof, each Shareholder shall vote all of the Shares now held or hereafter acquired by it, at any regular or special meeting of the Shareholders (a “***Shareholder Meeting***”) or in any written consent or resolution of Shareholders and shall take, subject to applicable law, all other actions necessary or required to give effect to the provisions of this Agreement, including ensuring that the Constitutional Documents of the Company and its Subsidiaries do not at any time conflict with any provision of this Agreement. Without prejudice to the foregoing, each Shareholder shall use its best efforts to procure that each Director designated by such Shareholder pursuant to Section 2.2 or Section 2.3 shall, subject to fiduciary duties of such Director to the Company, vote and take all other action necessary or required to implement the provisions of this Agreement. Subject to Section 8.11, in all other respect, each Shareholder of the Company shall be entitled to vote in such Shareholder’s own interests.

## Composition of the Board of Directors; Committees

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* + 1. Prior to the Effective Time, the number of Directors constituting the Board shall be four (4) consisting of:

#### two (2) Directors designated by PDSTI; and

#### two (2) Directors designated by CEC.

* + 1. Immediately after the Effective Time, the number of Directors constituting the Board shall be seven (7) consisting of:

#### two (2) Directors designated by PDSTI;

#### two (2) Directors designated by CEC;

#### two (2) Directors designated by the management team of Montage; and

#### one (1) independent Director jointly designated by PDSTI and CEC.

### Upon the PDSTI Option End Date, if it occurs, the Shareholders of the Company shall determine the number of Directors constituting the Board and Board designation right in accordance with the number of Shares held by each Shareholder on a fully-diluted basis (for the avoidance of doubt, rounded up to the next whole number).

### Notwithstanding Section 2.2(a), Section 2.2(b) and Section 2.2(c), each Investor shall forfeit its Director Designation Right at such time when such Investor, together with its Permitted Transferee(s), directly or indirectly holds less than 10% of the Company’s then total issued and outstanding Class A Shares (or other voting securities of the Company).

### The Shareholders shall cause each individual designated pursuant to Section 2.2(a), Section 2.2(b), Section 2.2(c) or Section 2.3(b) to be elected as a Director, and shall take all other action necessary or required (including calling a meeting of the Board and/or a Shareholder Meeting) to ensure that the composition of the Board is as set forth in Section 2.2(a), Section 2.2(b) or Section 2.2(c). Each Shareholder shall vote its Shares at any Shareholder Meeting called for the purpose of electing Directors or in any written consent or resolution of Shareholders executed for such purpose in favor of the election of each individual designated pursuant to Section 2.2(a), Section 2.2(b), Section 2.2(c) or Section 2.3(b), and shall take all other actions reasonably necessary or required to ensure that the composition of the Board is as set forth in Section 2.2(a), Section 2.2(b) or Section 2.2(c).

### The Parties agree that the majority of the Directors shall designate the chairman of the Board.

### The Company and each Shareholder agree that the board of directors or other equivalent governing body of each Subsidiary of the Company shall, to the extent permitted by applicable law, be composed of four (4), seven (7) directors or such other number of directors designated in the same manner as the Directors are designated pursuant to Section 2.2(a), or Section 2.2(b) or Section 2.2(c); provided, that any Investor may, from time to time in its sole discretion, decline to designate directors for any such Subsidiary. Each Shareholder agrees to vote its Shares at any Shareholder Meeting or in any written consent or resolution of Shareholders, and, if applicable, to cause any Director designated by it on the Board, subject to his or her fiduciary duties, to vote and take other appropriate action to effect the agreements in this Section 2.2(g) in respect of any Subsidiary of the Company.

## Removal and Replacement of Directors

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### Each Investor shall have the absolute right to remove any Director designated by it at any time at its sole discretion. Each Shareholder shall vote its Shares at any Shareholder Meeting or in any written consent or resolution of Shareholders so as to effectuate such right and shall not otherwise vote its Shares or execute any written consent or resolution in favor of the removal of any Director.

### If, as a result of death, resignation, removal or otherwise, there shall exist or occur any vacancy on the Board, the Investor entitled under Section 2.2(a), Section 2.2(b) or Section 2.2(c) to designate the Director whose death, resignation, removal or other departure resulted in such vacancy shall have the absolute right to designate another individual to serve in place of such Director and, if required, the Shareholders shall elect such individual to the Board as soon as practicable thereafter.

## Board Meetings

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### Meetings of the Board shall take place at least once every quarter unless otherwise determined by the Board.

### A meeting of the Board may be called by any Director by giving notice in writing to the Chief Executive Officer of the Company (the “***CEO***”) specifying the date, time, location and agenda for such meeting. The CEO shall, promptly following receipt of such notice, deliver a copy of such notice to each Director, accompanied by a written agenda specifying the business of such meeting and copies of all papers relevant for such meeting. Not less than five (5) Business Days’ prior written notice (including notice transmitted by facsimile or e-mail) shall be given to each Director; provided that such notice period (i) shall not apply in the case of an adjourned meeting held pursuant to Section 2.5(a), (ii) may be reduced with the unanimous written consent of the Directors, and (iii) may be waived by any Director who fails to receive the notice of the meeting but chooses to attend the meeting.

### To the extent permitted by applicable law, Directors may participate in Board meetings by telephone or video conferencing or any other means of contemporaneous communication; provided that each Director taking part in the meeting is able to hear each other Director taking part in such meeting and; provided further, that each Director must acknowledge his or her presence for the purpose of the meeting and any Director not doing so shall not be entitled to speak or vote at the meeting. Such participation shall constitute presence for purposes of the quorum provisions of Section 2.5(a). A Director may not leave the meeting by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the express consent of the chairman of the Board and a Director shall conclusively be presumed to have been present and formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the chairman of the Board to leave the meeting as aforesaid.

### Any action that may be taken by the Directors at a Board meeting may alternatively be taken by a written resolution signed by all of the Directors. The expressions “written” and “signed” include writings or signatures transmitted by facsimile or e-mail.

### All meetings of the Board shall be conducted in Chinese or English, and written minutes of all meetings of the Board shall be prepared in Chinese and provided by the Company to each Director within ten (10) Business Days after each meeting of the Board.

## Action by the Board

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### All meetings of the Board shall require a quorum of (i) three (3) Directors before the Effective Time and (ii) two-thirds of the Directors then in office after the Effective Time. If such a quorum is not present within thirty (30) minutes after the time scheduled for the meeting, the meeting shall be adjourned, the Parties shall reschedule the meeting within fifteen (15) days in good faith and the Directors shall be obliged to participate in such adjourned meeting in good faith, provided, however, that if at such rescheduled meeting of the Board, a requisite quorum is not achieved based solely upon the consecutive failure to attend such meeting by the Directors who were absent (the “***Absent Director***”) at the prior meeting and/or appointed by the same designating party of the Absent Director pursuant to Sections 2.2(a), 2.2(b) or 2.2(c), then the quorum at such rescheduled meeting shall be (i) two (2) Directors before the Effective Time and (ii) a majority of the Directors then in office after the Effective Time.

### At any Board meeting, each Director may exercise one vote. Any Director may, by written notice to the chairman of the Board, (i) authorize another Director to attend and vote by proxy for such first Director at any Board meeting or (ii) appoint an alternate Director to attend and vote for such first Director at any Board Meeting. Subject to Section 2.7, the adoption of any resolution of the Board shall require the affirmative vote of a majority of the Directors present at a duly constituted meeting of the Board. The chairman of any Board meeting shall not have a casting vote.

## Remuneration of Directors

. No Director shall be entitled to any remuneration for serving in such capacity except for: (a) reimbursement of reasonable out-of-pocket expenses in connection with the performance of his or her duties as Director, (b) if such Director is otherwise an employee of or consultant to the Company, remuneration received in such capacity or (c) benefit under any ESOP of the Group Companies. Without limiting the foregoing, the Company shall pay all reasonable out-of-pocket expenses incurred by each Director or director of any Subsidiary of the Company in connection with attending any meeting of the Board or any committee thereof, or any meeting of the board of directors of any Subsidiary of the Company or any committee thereof.

## Reserved Matters

### Subject to any additional requirements imposed by applicable law, this Agreement and the Constitutional Documents of the Company, the Company shall not, and shall cause its Subsidiaries not to, take any of the following actions without the affirmative written consent or approval of at least (i) three (3) Directors before the Effective Time and (ii) two-thirds of the Directors then in office after the Effective Time:

#### any merger or consolidation, scheme of arrangement of similar nature or spin-off of any Group Company, or sale of all or substantially all of the assets, goodwill or undertaking of any Group Company other than the Merger;

#### declaration or payment of any dividend or distribution (cash or non-cash) by the Company;

#### any amendment, modification or restatement of the Constitutional Documents of the Company or any other Group Company;

#### the formation of any Group Company, or the appointment of a receiver, administrator, or other form of external manager for, or any liquidation, dissolution, winding up, reorganization or scheme of arrangement of similar nature of, the Company or any other Group Company;

#### any issuance or allotment of equity or debt securities, or the granting of any options or warrants or rights which may require the issue of securities of any Group Company, other than pursuant to any ESOP, the Class A SSA, the Class B SSA and the Class B Share Conversion;

#### any repurchase, redemption or retirement of equity interests of any Group Company other than pursuant to any ESOP, the Class A SSA and the Class B Share Conversion;

#### any incurrence of indebtedness, assumption of credit or guarantee or creation of pledges, liens or charges out of the Ordinary Course;

#### any transactions with any Shareholder or a Person who is an Affiliate of a Shareholder;

#### any sale, mortgage or other disposal of assets (including any equity interests in any Subsidiary of the Company) out of the Ordinary Course by any Group Company, unless authorized in the then effective Annual Budget for such fiscal year;

#### adoption of, or material amendment to, any employee equity incentive plan or other incentive or profit sharing program;

#### determination of, or any change in accounting principles of the Group Companies, or the appointment or change of the external auditor of the Group Companies;

#### entry by any Group Company into any joint venture or partnership arrangement or any other arrangement of sharing of profits or losses in any fiscal year, unless specifically authorized in the then effective Annual Budget for such fiscal year; and

#### entry into any agreement, arrangement or commitment to do any of the foregoing.

### Subject to any additional requirements imposed by applicable law, this Agreement and the Constitutional Documents of the Company, the Company shall not, and shall cause its Subsidiaries not to, take any of the following actions without the affirmative written consent or approval of each of the Major Shareholders:

#### an IPO or any initial public offering of any equity securities of any Group Company, including the identity of the underwriter(s) and the Listing Vehicle;

#### a Change of Control Event of any Group Company;

#### the confirmation of appointment, hiring, termination or determination of compensation of the CEO or chief financial officer of any Group Company or entry into any employment or consulting agreement with respect thereto, which in each case can be initially proposed by the then current CEO;

#### any merger or consolidation, scheme of arrangement, spin-off of any Group Company, or sale of all or substantially all of the assets, goodwill or undertaking of any Group Company other than the Merger;

#### any amendment, modification or restatement of the Constitutional Documents of the Company and any other Group Company;

#### any amendment of, or change to any rights, benefits or preferences, privileges or powers of, or the restrictions provided for the benefit of any Shares;

#### any liquidation, dissolution, winding up, reorganization or scheme of arrangement of the Company or any other Group Company; and

#### entry into any agreement, arrangement or commitment to do any of the foregoing.

### Until the PDSTI Option End Date and subject to any additional requirements imposed by applicable law, this Agreement, and the Constitutional Documents of the Company, other than pursuant to the Class A SSA and the Class B Share Conversion, the Company shall not issue and allot any Class A Share to any party without the affirmative written consent of CEC Industrial Development Investment Inc. and Pudong Science and Technology Investment (Cayman) Co., Ltd. .

### Where a special resolution is required under applicable law to approve any of the matters listed in Sections 2.7(a), 2.7(b) and 2.7(c) in relation to the Company, and such matter has not received the requisite approval as provided in Sections 2.7(a). 2.7(b) or 2.7(c), as applicable, the Shares held by any Shareholder who vote against the special resolution shall together carry the number of votes equal to the votes of all Shareholders who vote in favor of such resolution, plus one.

## Management

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### Subject to Section 2.7, the Company’s management team as led by the CEO shall be responsible for the day-to-day management of the Group Companies.

### The Parties hereto shall cause the Board to adopt the Annual Budget for each fiscal year no later than forty-five (45) days prior to the end of the previous fiscal year. If the Board shall fail to adopt an Annual Budget for a fiscal year prior to the start of such fiscal year, the Annual Budget for the preceding fiscal year shall continue to apply until the Board adopts an Annual Budget for such fiscal year.

## Director Information Rights

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### Each Director shall be entitled to examine the books, accounts and records of the Company or any other Group Company and shall have access, at regular business hours, to any and all properties, facilities, premises, officers, employees, other personnel, auditors, legal counsel and other advisors of any Group Company. The Company shall promptly provide such information relating to the business affairs and financial position of any Group Company as any Director may reasonably request.

### The Company shall promptly notify each Director in writing of: (a) any matters which have had, or are reasonably likely to have, a material effect on the Group Companies, taken as a whole; (b) any matters that may lead to (i) material liability of any Group Company, including any legal proceedings that have been instituted or any material threatened legal proceedings; and (ii) contingent liability on any Group Company; and (c) any criminal or regulatory proceeding, investigation by a Governmental Authority or similar event that is pending or threatened against any Group Company.

## Bank Accounts. Prior PRC Antitrust Approval having been obtained, CEC and PDSTI shall cause the Company to designate two (2) individuals, one designated by CEC and one designated by PDSTI, to be co-signatories to any bank account held in the name of the Company and no disbursement from such bank accounts shall be made without the signatures of each of such signatories designated by CEC and PDSTI. Following PRC Antitrust Approval having been obtained, the individuals designated by CEC and PDSTI shall no longer be co-signatories to any bank account held in the name of the Company unless determined otherwise by the Board, and the signatory(ies) of any bank held in the name of the Company and disbursement mechanism from such bank accounts shall be determined by the Board in accordance with the terms hereof and the Constitutional Documents of the Company.

# INFORMATION RIGHTS

## Information Rights

. The Company shall provide each Shareholder who holds at least 10% of the Shares of the Company (on a fully diluted basis) with the following financial and business information relating to the Company and its Subsidiaries:

### As soon as practicable after the end of each fiscal year of the Company, and in any event within ninety (90) days after the end of each fiscal year of the Company, a consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year and consolidated statements of income and cash flows of the Company and its Subsidiaries for such year, prepared in accordance with IFRS or US GAAP (as determined by the Board pursuant to Section 2.7(a)) and audited by one of PricewaterhouseCoopers, KPMG International, Deloitte Touche Tohmatsu, or Ernst & Young (or any of their Affiliates or successor companies) as determined by the Board pursuant to Section 2.7(a)).

### As soon as practicable after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company, and in any event within forty-five (45) days after the end of the first, second, and third quarterly accounting periods in each fiscal year of the Company, an unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of each such quarterly period and unaudited consolidated statements of income and cash flows of the Company and its Subsidiaries for such period and for the current fiscal year to date, prepared in accordance with IFRS or US GAAP (as determined by the Board pursuant to Section 2.7(a)).

### No later than thirty (30) days prior to the end of each fiscal year of the Company, a comprehensive draft annual budget forecasting the Group Companies’ revenues, expenses, and cash position on a month-to-month basis for the upcoming fiscal year to be submitted for consideration by the Board (such annual budget, once approved by the Board, the “***Annual Budget***”).

## Shareholder Access

. The Company shall, and shall cause its and its Subsidiaries’ officers, directors, employees, auditors, legal counsel and other agents to, until such time as a Shareholder holds less than 10% of the Company’s Shares (on a fully diluted basis), (a) afford the officers, employees, auditors, legal counsel and other agents of such Investor, during normal business hours and upon reasonable notice, reasonable access and consultation rights at all reasonable times to the officers, employees, auditors, legal counsel, other agents, properties, offices, and other facilities and premises, and to all books and records of each Group Company, and (b) afford such Shareholder the opportunity to discuss the affairs, finances and accounts of any Group Company with its officers, employees and agents from time to time as such Shareholder may reasonably request. Each such Shareholder shall, at any time but at its own expense and without interruption to the regular operations of the Group Companies, have the right to audit the books and records of the Group Companies and the Company shall, and shall cause each other Group Company to, use commercially reasonable efforts to cooperate with any such Shareholder and its representatives with respect to any such audit; provided, that such Shareholder shall only be permitted to commence one audit per fiscal year.

## 

# PRE-EMPTIVE RIGHT

## General

. The Company hereby grants to each Major Shareholder a pre-emptive right to purchase up to its *pro rata* share of any New Securities which the Company may, from time to time, propose to sell, offer or issue. A Major Shareholder’s *pro rata* share, for purposes of the pre-emptive right under this Section 4, shall be a fraction, the numerator of which shall be the number of Class B Shares held by such Major Shareholder on the date of the Issuance Notice and the denominator of which shall be the total number of Class B Shares held by all Major Shareholders on the date of the Issuance Notice.

## Procedures

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### If the Company proposes to undertake an issuance of New Securities after the date hereof, the Company shall give each Major Shareholder written notice (an “***Issuance Notice***”) of such intention, which shall include: (i) the type and class of New Securities; (ii) the number of such New Securities to be issued; (iii) the per share price of such New Securities; (iv) each Major Shareholder’s *pro rata* share of the New Securities as determined pursuant to Section 4.1; and (v) the other material terms and conditions upon which the Company proposes to issue such New Securities. Each Major Shareholder shall have the right to purchase up to such Major Shareholder’s *pro rata* share of such New Securities (as determined pursuant to Section 4.1) at the price per share and upon the other terms and conditions specified in the Issuance Notice and shall have thirty (30) days after the Issuance Notice is received (the “***Pre-Emptive Period***”) to agree to such purchase by giving written notice to the Company and stating therein the quantity of New Securities to be purchased. If, at the expiration date of the Pre-Emptive Period, any Major Shareholder has not exercised its right to purchase any of its *pro rata* share of such New Securities, such Major Shareholder shall be deemed to have waived all of its rights under this Section 4 with respect to, and only with respect to, the purchase of such New Securities specified in such Issuance Notice.

### If any Major Shareholder fails to exercise its pre-emptive right or elects to exercise such right with respect to less than such Major Shareholder’s *pro rata* share of such New Securities (as determined pursuant to Section 4.1), the Company shall, within two (2) Business Days after the end of the Pre-Emptive Period, make such adjustments to the allotment of each Major Shareholder who has exercised its pre-emptive right for its full *pro rata* share of such New Securities (a “***Fully Participating Investor***”) so that any remaining New Securities may be allocated to such Fully Participating Investors on a *pro rata* basis based on the shareholding in the Company of such Fully Participating Investorsor as may be otherwise agreed among such Fully Participating Investors and notify such Fully Participating Investors in writing of their rights to subscribe for such remaining New Securities. Such Fully Participating Investors shall have a period of five (5) Business Days after the end of the Pre-Emptive Period to notify the Company of the number of remaining New Securities they wish to subscribe for, if any (such fifth Business Day being the “***Final Pre-Emptive Date***”).

### At the closing of such issuance of New Securities, the Company shall (i) allot and issue the applicable New Securities to each Major Shareholder exercising pre-emptive rights pursuant to this Section 4, (ii) enter each such Major Shareholders name in the register of members to reflect it as the owner of such New Securities (and within one (1) Business Day thereafter deliver a certified true copy thereof to such Major Shareholder), and (iii) if such New Securities are represented by certificates, issue and deliver certificates representing such New Securities to such Major Shareholder, in each case against payment by such Major Shareholder of the purchase price for such New Securities in accordance with the terms and conditions specified in the Issuance Notice.

## Sales by the Company

. For a period of sixty (60) days after the Final Pre-Emptive Date (not inclusive), the Company may sell any New Securities with respect to which the Major Shareholders’ pre‑emptive rights under this Section 4 were not exercised, at the same price per share and upon terms and conditions not less favorable to the Company than those specified in the Issuance Notice. If the Company has not sold such New Securities within such sixty (60) day period, the Company shall not thereafter issue or sell any New Securities, without first again offering such New Securities to the Major Shareholders in the manner provided in Section 4.2 hereof.

# Restrictions on Transfer

## General

. Neither PDSTI nor CEC shall Transfer any Class A Share to any Person prior to the PDSTI Option End Date. CEC shall not Transfer Class B Shares in an amount that would result in CEC owning less than 8,800,000 Class B Shares prior to the PDSTI Option End Date. No Shareholder shall Transfer any Shares or any right, title or interest therein or thereto unless (a) the transferee has agreed in writing to be bound by the terms and conditions of this Agreement by signing an adherence agreement to this Agreement substantially in the form attached as Exhibit B in which case such transferee shall be considered a Shareholder and a Party to this Agreement except when such transferee is already a Party to this Agreement, (b) the Transfer complies in all respects with this Agreement and (c) the Transfer complies in all respects with applicable laws. Any Transfer of Shares by any Shareholder in violation of the preceding sentence shall be null and void and the Company shall not register and the Shareholders shall procure that no transfer agent registers such Transfer. The Parties acknowledge that the restrictions on Transfer set forth in this Agreement are reasonable and in the best interests of the Company.

## Permitted Transfers

. The restrictions set forth in Section 5.3 and Section 5.4 shall not apply to any Transfer by a Shareholder to its Permitted Transferees; provided that if any Permitted Transferee holding Shares Transferred to it by a Shareholder pursuant to this Section 5.2 shall no longer qualify as a Permitted Transferee of such Shareholder, the ownership of such Shares shall be deemed to have automatically reverted to such Shareholder, such Permitted Transferee shall return the Shares to such Shareholder or to another Permitted Transferee of such Shareholder in accordance with such Shareholder’s instruction and such Shareholder shall take all actions necessary to effect, and promptly notify the Company and the other Shareholders of, such return of Shares.

## Prohibited Transfers

. Notwithstanding anything to the contrary herein, no Shareholder may Transfer any Shares held by it to any Competitor without the prior written consent of each Major Shareholder.

# Restrictive Legend and Stop Transfer Orders

## Legend

. Each Shareholder understands and agrees that the Company will cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents or instruments evidencing ownership of Shares by such Shareholder:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND MAY ONLY BE SOLD, DISPOSED OF OR OTHERWISE TRANSFERRED IN COMPLIANCE WITH CERTAIN TRANSFER RESTRICTIONS AS SET FORTH IN A SHAREHOLDERS’ AGREEMENT ENTERED INTO ON [\_\_\_\_\_\_\_\_\_\_\_\_], 2014, AS MAY BE AMENDED FROM TIME TO TIME, BY THE HOLDER OF THESE SHARES, THE COMPANY AND CERTAIN SHAREHOLDERS OF THE COMPANY. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. SUCH TRANSFER RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.

## Stop Transfer Instructions

. In order to ensure compliance with the restrictions referred to herein, each Shareholder agrees that the Company may issue appropriate “stop transfer” certificates or instructions in the event of a transfer in violation of any provision of this Agreement and that it may make appropriate notations to the same effect in its records.

# ADDITIONAL AGREEMENTS

## Confidentiality

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### Disclosure of Terms. (i) The terms and conditions of this Agreement and any memorandum of understanding or letter of intent entered into pursuant to the transactions contemplated hereby, all exhibits and schedules attached hereto and thereto, and the transactions contemplated hereby and thereby, including their existence and (ii) any information relating to the business, financial or other affairs (including future plans and targets) of the Group Companies, (such information under clause (i) and (ii) above, the “***Confidential Information***”), shall be considered confidential information and shall not be disclosed by any Party hereto to any third Party except as permitted in accordance with the provisions set forth below in this Section or in connection with any application taken by the Parties for the purpose of achieving an IPO.

### Permitted Disclosures. Notwithstanding the foregoing and subject to any restriction under applicable laws, (i) the Parties shall be entitled to (A) disclose any Confidential Information to any of their Affiliates, employees, bankers, lenders, financing sources, accountants and attorneys or other professional advisors on a need-to-know basis where such persons or entities are under appropriate non-disclosure obligations substantially similar to those set forth in this Section 7.1, and (B) disclose any Confidential Information if such Confidential Information has become publicly available (other than by breach of this Agreement), and (ii) each Investor shall be entitled to disclose any Confidential Information on a confidential basis to current or prospective limited partners or investors of such Investor or its Affiliates.

### Legally Required Disclosure. In the event that any Party is requested by any court, Governmental Authority or stock exchange or becomes legally required to disclose, under applicable laws, any Confidential Information, such Party (the “***Disclosing Party***”) shall to the extent not prohibited by law provide the other Parties hereto with prompt written notice of that fact (or where prior notice is not permitted, as soon as practicably possible after such disclosure to the extent not prohibited by law) and shall reasonably consult with the other Parties hereto regarding such disclosure. The Disclosing Party shall, to the extent possible and with the cooperation and reasonable efforts of the other Parties, seek (at the sole expense of the Company) a protective order, confidential treatment or other appropriate remedy. In the event such protective order, confidential treatment or other appropriate remedy is not available or is denied, the Disclosing Party shall furnish only that portion of the information which is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

### Other Agreements. The provisions of this Section shall be in addition to, and not in substitution for, the provisions of any non-disclosure agreement entered into by the Company and any of the Investors with respect to the transactions contemplated hereby or any employment or other agreement entered into by a Group Company which contains provisions relating to confidentiality.

## Insurance Coverage

.  The Company shall purchase, as of the date hereof, and maintain thereafter, at the Company’s expense, insurance in an amount, and from an insurer, that is reasonably satisfactory to a majority of the Directors, on behalf of any Person who on or after the date hereof is or was a director or officer of the Company or any other Group Company against any expense, liability or loss asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person’s status as such, subject to customary exclusions. The Constitutional Documents of the Company shall at all times provide that the Company shall indemnify the Directors to the maximum extent permitted by applicable law. The Company shall furnish to any Shareholder upon request evidence that the insurance referred to in this Section 7.3 is in full force and effect and that all applicable premiums have been paid. The provisions of this Section 7.3 shall survive any termination of this Agreement.

## Registration Rights

. If the initial public offering and listing of the Shares or shares of another Listing Vehicle occurs on a stock exchange in a jurisdiction in which registration rights have significance, the Company shall (or shall cause the Listing Vehicle), prior to the consummation of such offering and listing, enter into a registration rights agreement with the Major Shareholders with respect to the Shares (or shares of the Listing Vehicle, as applicable). The registration rights agreement will contain customary terms and conditions for a transaction of similar type and size.

## Compliance with Anti-corruption Laws

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### The Company shall not and shall cause the other Group Companies and their respective directors, employees, agents or other representatives to not (i) make or give any bribe, rebate, payoff, influence payment, kickback or any other type of payment that would be unlawful under any Anti-corruption Laws, (ii) make an offer to pay, a promise to pay or a payment or transfer of money or anything else of value, or an authorization of such offer, promise, payment or transfer, directly or indirectly, to any Government Official for the purpose of (A) influencing any act or decision of such Government Official in his official capacity, (B) inducing such Government Official to do or omit to do any act in relation to his lawful duty, (C) securing any advantage or (D) inducing such Government Official to influence or affect any act or decision of any Governmental Authority, in each case, in order to assist any Group Company in obtaining or retaining business for or with, or in directing business to, any person, or (iii) take any action otherwise in violation of any Anti-corruption Law.

### The Company shall and shall cause each other Group Company to maintain such policies and procedures in relation to corruption and business ethics as may be required under Anti-corruption Laws applicable to such Group Company and generally accepted standards of business conduct and ethics, including, where applicable, in relation to bribery, gifts and entertainment, political contributions and monitoring, risk assessment and internal audit procedures.

# Miscellaneous

## Notices

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### All notices and other communications required or permitted hereunder shall be in writing and shall be sent by facsimile or electronic mail or otherwise delivered by hand, messenger or courier service addressed to a Party’s address as shown in Exhibit C or in the Company’s records, as may be updated in accordance with the provisions hereof.

### Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been received (i) if delivered by hand, messenger or courier service, when delivered (or if sent via an internationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one Business Day after deposit with such courier), or (ii) if sent via facsimile, upon confirmation of facsimile transfer or, if sent via electronic mail, when directed to the relevant electronic mail address, in either case if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the next Business Day. In the event of any conflict with respect to a Party’s address between the Company’s books and records and this Agreement or any notice delivered hereunder, the Company’s books and records shall control absent fraud or error.

### In the event that an addressee of a notice or communication rejects or otherwise refuses to accept a notice or other communication delivered or sent in accordance with this Section 8.1, or if the notice or other communication cannot be delivered because of a change in address for which no notice was given, then such notice or other communication is deemed to have been received upon such rejection, refusal or inability to deliver.

## Successors and Assigns; Binding Effect; Benefits

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### Subject to Section 8.2(b), no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Parties and any purported assignment, delegation or transfer in violation of this Section 8.2 is void and of no further force or effect.

### Notwithstanding 8.2(a), any Investor may at any time following the date of this Agreement transfer its rights or obligations under this Agreement to (i) any Permitted Transferee of such Investor without the written consent of the other Parties, *provided however*, that prior to the Effective Time or the termination of this Agreement, whichever is earlier, neither PDSTI nor CEC shall transfer its rights or obligations under this Agreement to any Person; and (ii) any Person to whom its Shares are Transferred pursuant to the terms of this Agreement.

### This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

### Nothing in this Agreement, express or implied, is intended or shall be construed to give any Person other than the Parties or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

## Severability

. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction or arbitration tribunal pursuant to Section 8.7 to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court or arbitration tribunal will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

## Termination

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### (A) Prior to the Effective Time, this Agreement shall terminate upon the first to occur of (i) written agreement of such termination among the Parties, (ii) termination of the Cooperation Agreement and (iii) termination of the Merger Agreement; (B) After the Effective Time, this Agreement shall terminate upon the first to occur of written agreement of such termination among the Parties, the completion of an IPO, the dissolution of the Company in accordance with the Constitutional Documents of the Company and this Agreement and a Change of Control Event of the Company.

### In the event this Agreement is terminated in accordance with this Section 8.4, this Agreement shall immediately terminate and cease to have any force or effect, and no Party shall have any liability to the other Parties or their respective Affiliates, directors, officers or employees, provided however, that the obligations set forth in (i) Section 7.3 (Insurance Coverage), Section 8.1 (Notices), this Section 8.4, Section 8.6 (Governing Law) and Section 8.7 (Dispute Resolution), (ii) to the extent Section 8.4(a)(i), Section 8.4(a)(iii) or Section 8.4(a)(iv) apply, Section 7.1 (Confidentiality), and (iii) to the extent Section 8.4(a)(ii) applies, shall survive such termination. Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the Parties prior to such termination, unless otherwise agreed in writing by the Parties.

### Without prejudice to Section 8.4(a) and Section 8.4(b), this Agreement shall terminate, as between a Shareholder and the other Parties only, upon the Transfer of all (but not some) of the Shares owned by that Shareholder pursuant to the provisions of the Constitutional Documents of the Company and this Agreement.

### Upon termination of this Agreement prior to the Effective Time and notwithstanding any provisions contained herein to the contrary, the Company and the Parties shall use their respective best efforts to cause the Company to return to each of CEC and PDSTI all its respective capital contribution.

## Amendment

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### This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Investors, provided however, that any amendment, modification and/or supplement that materially and adversely affects the rights of a Shareholder disproportionately as compared to other Shareholders shall require the prior written consent of the Shareholder so affected.

### No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. The rights and remedies herein provided shall be cumulative and not exclusive of any rights, powers or remedies provided at law or in equity.

## Governing Law

. This Agreement shall be governed in all respects by the internal laws of the State of New York, without regard to principles of conflicts of law.

## Dispute Resolution

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### Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“***HKIAC***”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 8.7. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of three arbitrators (each, an “***Arbitrator***”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate an Arbitrator or agree on the joint nomination of the third Arbitrator, as applicable, within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing Parties. Any Party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

### Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 8.7, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 8.7(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 8.7(a) in any way.

## Specific Performance

. Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

## Counterparts

. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the Parties that execute such counterparts, and all of which together shall constitute one instrument.

## Further Assurances

. Each Party agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuatethis Agreement.

## Conflict; Amendment to Constitutional Documents

. In case of any ambiguity, discrepancy or inconsistency between the Constitutional Documents of the Company and this Agreement, it is intended that this Agreement shall prevail as between the Shareholders only and accordingly the Company and the Shareholders shall take all actions necessary or required (including calling a meeting of the Board and/or a Shareholder Meeting and voting Shares or executing any written consent or resolution) to promptly amend such Constitutional Documents to ensure that such Constitutional Documents are consistent with this Agreement. In furtherance of the foregoing, unless prohibited by applicable laws, the Company and the Shareholders shall take all actions necessary or required (including calling a meeting of the Board and/or a Shareholder Meeting and voting Shares or executing any written consent or resolution) to promptly (and in any event within five (5) Business Days after the date of this Agreement) amend the Constitutional Documents of the Company to conform with this Agreement to the satisfaction of the Investors.

## Titles and Subtitles

. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto.

## Entire Agreement

. This Agreement (including the exhibits hereto) and other agreements referenced herein constitute the full and entire understanding and agreement between the Parties with regard to the subjects hereof. No Party shall be liable or bound to any other Party in any manner with regard to the subjects hereof by any warranties, representations or covenants except as specifically set forth herein.

## Delays or Omissions

. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any Party to this Agreement upon any breach or default of any other Party under this Agreement shall impair any such right, power or remedy of such non-defaulting Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any Party to this Agreement, shall be cumulative and not alternative.

## Telecopy Execution and Delivery

. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more Parties and delivered by such Party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any Party, all Parties agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

## Non-Recourse

. Notwithstanding anything that may be expressed or implied in this Agreement, the Company and each Shareholder covenant, agree and acknowledge that this Agreement may only be enforced against the Parties. All claims or causes of action (whether in contract, tort or otherwise) arising out of or relating to this Agreement (including the negotiation, execution or performance of this Agreement and any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) may be made only against the Parties. No past, present or future officer, director, shareholder (or other equity holder), employee, incorporator, member, partner, agent, attorney, representative or affiliate of any Party (including any Person negotiating or executing this Agreement on behalf of a Party) has any liability or obligation with respect to this Agreement or with respect to any claim or cause of action (whether in contract, tort or otherwise) arising out of or relating to this Agreement (including the negotiation, execution or performance of this Agreement and any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement).

## Mutual Drafting

. The Parties have participated jointly in the negotiation and drafting of this Agreement and have been represented by their own legal counsel in connection with the transactions contemplated by this Agreement, with the opportunity to seek advice as to their legal rights from such counsel. In the event an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as jointly drafted by the Parties and no presumption or burden of proof is to arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

## No Partnership

. Nothing in this Agreement and no action taken by the Parties shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of any other Party for any purpose. No Party shall owe any other Party a duty of care or any fiduciary or equitable duties under this Agreement save as otherwise agreed in writing.

## Recapitalization

**.** Upon the PDSTI Option End Date, (i) each Class B Share shall automatically, without any further action of any persons, be converted into one (1) Class A Share (the “**Class B Share Conversion**”). Subject to Sections 2(1) and 2(2) of the Cooperation Agreement, if PDSTI Option has not been consummated on or prior to six (6) month anniversary of the Closing Date,the Company shall repurchase and cancel, and PDSTI shall sell any Class A Share held by PDSTI to the Company, at its original purchase price of US$22.60 per Share, upon which PDSTI shall cease to be an Investor under this Agreement.

## Effective Time

. Other than Section 8.19 (which shall be immediately effective upon execution of this Agreement), this Agreement shall become automatically effective immediately after the establishment of the Company.

## Adjustments for Share Splits, Etc.

Wherever in this Agreement there is a reference to a specific number of Shares of any class, then, upon the occurrence of any subdivision, combination or share dividend of such class of shares, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class of shares by such subdivision, combination or share dividend.

(*signature page follows*)