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SHAREHOLDERS AGREEMENT

股东协议

[●], 2014

[●, 2014年

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SHAREHOLDERS AGREEMENT

股东协议

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”.

本股东协议(以下简称“协议”)于2014年[日签订，由根据开曼群岛法律成立的豁免公司(以下简称“公司”)、浦东科技投资(开曼)有限公司、根据开曼群岛法律成立的公司(以下简称“PDSTI”)、根据英属维尔京群岛法律成立的公司(以下简称“CEC”)和在本协议日之后收购公司股份并通过签署和交付对本协议的遵守而成为本协议一方的其他人签署。PDSTI和CEC以下统称为“投资者”，各为“投资者”。本公司、投资者和本协议的其他各方在下文中统称为“各方”，各自为“一方”。

RECITALS

引言

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.

鉴于，根据第8.22条和合作协议的规定，公司打算（i）签署转让和承担协议（以下简称“转让和承担协议”），实质上采用合并协议所附的格式，经M、PD和C双方同意的任何修订，并承担部分PD根据转让和承担协议的条款和条件，本合并协议项下的权利和义务；以及（ii）本公司应作为开曼群岛豁免公司成立一个新的实体，该公司将成为本公司的全资子公司（“合并子公司”），本公司和合并子公司应加入合并A。通过签署实质上符合所附格式的合并协议达成一致。

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”).

鉴于，根据合并协议，合并子公司应与蒙太奇合并，蒙太奇仍然是存续公司和公司的全资子公司(“合并”)。

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, 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.

鉴于，截至本协议签署之日，每位投资者持有附件A-1中与该投资者姓名相对的股份数量。

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.

鉴于双方希望签订本协议，规定公司的管理，并规定各自的权利和义务。

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:

因此，考虑到下文所述的前提和相互承诺、契约和义务，并出于良好和有价值的考虑，双方特此达成如下协议，特此确认其接收和充分性:

# DEFINITIONS

# DEFINITIONS

## Certain Definitions

## 某些定义

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

。就本协议而言，以下术语具有以下含义:

### “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.

### “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.

### “反腐败法”是指适用于任何集团公司业务和交易的反贿赂或反腐败(政府或商业)相关法律，包括1993年9月2日通过的《中国反不正当竞争法》、1996年11月15日中国国家工商行政管理局发布的《防止商业贿赂暂行规则》和不时修订的《美国1977年反海外腐败法》。

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

### “董事会”指公司的董事会。

### “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.

### “营业日”指除周六或周日、纽约、开曼群岛、英属维尔京群岛或香港要求或授权银行关闭的日期或中国公众假期以外的任何一天。

### “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.

### “控制权变更事件”是指(A)一项交易或一系列交易，交易完成后，一个人的有表决权证券的持有人持有该人(或合并情况下该人的存续实体或母公司)的有表决权证券所代表的总表决权的50%以下，或(B)一项出售。 集团公司所有或基本上所有资产的租赁或其他转让，包括所有或基本上所有知识产权(包括通过出售或独家许可或其他安排，其净效果是处置所有或基本上所有集团公司的资产)，在综合的基础上对集团公司整体进行评估。

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

### “截止日期”具有合并协议中赋予的含义

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

### “竞争对手”指主要与蒙太奇科技集团有限公司或其子公司从事相同业务的任何人。

### “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.

### “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” 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.

### “董事指定权”是指根据第2.2节，对于每个投资者，其指定投资者董事的权利。

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

### “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.

### “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.

### “政府机构”是指任何国家或政府或其政治分支的任何机构、公共或监管机构、部门、委员会、法院、仲裁员、部委、法庭或委员会，无论是外国的还是国内的，也无论是国家的、超国家的、联邦的、省的、州的、地区的、地方的还是市政的。

### “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).

### “政府官员”指以官方身份为政府机关或机构或其部门(包括任何国有或受控企业)工作的任何官员、雇员或其他个人。

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

### “集团公司”指公司及其子公司。

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

### “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.

### “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.

### “上市工具”指(一)公司或(二)董事会同意的另一实体，根据第7.4节，直接或间接拥有或经营集团公司的所有或基本上所有业务或资产，其股票证券将在或打算在证券交易所上市。

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

### “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.

### “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:

### “新证券”是指公司的任何股本，包括公司的股份或其他有表决权的股份，购买这些股份的权利、期权或认股权证，以及任何类型的可转换或可兑换成这些股份、权利、期权或认股权证的证券，条件是“新证券”一词不包括:

#### 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;

#### 任何期权、限制性股票、限制性股票单位和/或其他证券，用于购买根据任何员工持股计划不时发行给集团公司员工、管理人员、董事、承包商、顾问或顾问的任何股票，以及在行使或转换上述期权、限制性股票、限制性股票单位和/或其他证券时可发行的任何股票；

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

#### 与下文第8.19节所述的b股转换相关的任何发行证券；

#### 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;

#### 董事会和股东根据本协议和公司章程文件批准的与任何股份分割、股息或任何股份细分或其他类似事件相关的发行证券，所有股东均有权按比例参与；

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

#### 首次公开发行中发行的任何证券；和

#### 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.

#### 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.

### “正常过程”是指集团公司的正常业务过程，符合集团公司过去的惯例和普遍的行业惯例(如适用)。

### “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.

### “PDSTI期权结束日期”是指(1)根据《合作协议》第一条第2(1)和2(2)款的规定，截止日期的六(6)个月周年纪念日(如《合并协议》所定义)和(2)PDSTI期权完成日期中的较早日期。

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

### “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.

### “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.

### “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” 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.

### “中国反垄断局”指中国商务部反垄断局或其任何继任者。

### “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.

### “中华人民共和国反垄断法”指2008年8月1日通过的《中华人民共和国反垄断法》(经修订)以及根据该法颁布的不时生效的规则、条例、命令、通知、指导说明和其他具有法律约束力的文件。

### “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.

### “中国反垄断批准”指中国反垄断局根据中国反垄断法发布的批准合并的审查决定通知或其他文件。

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

### “股份”统称为a股和b股。

### “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.

### “股东”是指在本协议一方的公司成员登记册中注册或将要注册的股份持有人，无论是通过签署和交付本协议，还是根据第5.1节遵守本协议。

### “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.

### “子公司”是指，对于任何一方，任何人(1)该方或该方的任何其他子公司是普通合伙人或管理合伙人，(2)其中至少大部分证券(或根据其条款具有普通表决权的其他利益集团，可选举该公司或其他组织的董事会或其他执行类似职能的机构的多数成员)是直接或间接的， 由该方或其任何一个或多个子公司拥有或控制，或由该方及其一个或多个子公司拥有或控制，或(iii)其资产和财务结果与该方的净收入合并，并根据《国际财务报告准则》或美国公认会计准则记录在该方的账簿上，用于财务报告目的。

### “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.

### “税收”是指任何政府机关征收、征收、收取、扣留或评估的任何性质的任何税收、关税、扣减、预扣、征税、费用、评估或收费(包括但不限于收入、特许权、增值、销售、使用、消费税、印花税、关税、单据、转让、预扣、财产、资本、就业、工资、从价税和净值或总收入税)以及任何利息，以及与此相关的税收、罚款、附加费或罚金，包括任何赔偿或以其他方式承担或继承任何其他人在以下方面的责任的义务

### “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.

### “第三方”是指公平交易中来自股东的真正潜在股份购买者，如果该购买者不是该股东的一方或允许受让人。

### “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.

### “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.

### “美国公认会计原则”是指美国公认的会计原则。

## Interpretation

## 解释

. 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.”

。除非另有说明，本协议中提及的章节、条款或附件应指本协议的章节、条款或附件。本协议中使用的所有词语将被解释为根据情况需要的性别或数量。任何附件中使用但未在附件中定义的大写术语应具有本协议中规定的含义。本文所附或提及的所有附件均纳入本协议，并作为本协议的一部分，如同本文所述。除非另有说明，否则本协议中使用的“包括”和类似含义的词语将意味着“包括但不限于”。本协议中使用的词语“本协议”、“本协议”和“本协议”以及类似含义的词语应指整个本协议，而不是本协议的任何特定条款。本协议中包含的定义适用于此类术语的单数和复数形式，以及此类术语的男性、女性和中性。在此定义或提及的任何协议、文书或法规，或在此提及的任何协议或文书中，指不时修订、修改或补充的协议、文书或法规，包括(在协议或文书的情况下)弃权或同意的协议、文书或法规，以及(在法规的情况下)可比较的后续法规的继承以及对其所有附件和其中包含的文书的引用。提及一个人也指其允许的继承人和受让人。提及没有交叉引用章节或小节的条款是指同一章节或小节中的条款(如果更具体的话)。除非另有规定，从任何日期或通过任何日期的引用应分别指从和包括或通过和包括。“港元”指港元。“美元”是指美元。短语“范围”中的“程度”一词是指主体或其他事物延伸的程度，该短语不应简单地指“如果”“日”指日历日，除非另有说明为“工作日”

# CORPORATE GOVERNANCE

# CORPORATE GOVERNANCE

## General

## 一般

. 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.

. 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

## 董事会的组成；委员会

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

在生效时间之前，组成董事会的董事人数应为四(4)人，包括:

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

#### 由公共科学、技术和创新部指定的两(2)名董事；和

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

#### 由中央选举委员会指定的两(2)名董事。

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

生效后，组成董事会的董事人数应为七(7)人，包括:

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

#### 由公共科学、技术和创新部指定的两(2)名董事；

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

#### 由中央选举委员会指定的两(2)名董事；

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

#### 蒙太奇管理团队指定的两(2)名董事；和

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

#### 一(1)名独立董事，由公共科学技术研究所和中央选举委员会共同指定。

### 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).

### 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).

### 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).

### 股东应促使根据第2.2(a)节、第2.2(b)节、第2.2(c)节或第2.3(b)节指定的每个人当选为董事，并应采取所有其他必要或要求的行动(包括召开董事会会议和/或股东会议)，以确保董事会的组成符合第2.2(a)节、第2.2(b)节或第2.2(c)节的规定。每个股东应在为选举董事而召开的任何股东大会上投票，或在为此目的执行的任何股东书面同意或决议中投票，支持根据第2.2(a)、2.2(b)、2.2(c)或2.3(b)节指定的每个个人的选举，并应采取所有其他合理必要或要求的行动，以确保董事会的组成符合第2.2(a)、2.2(b)或2.2(c)节的规定。

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

### 双方同意大多数董事应指定董事会主席。

### 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.

### 公司和各股东同意，在适用法律允许的范围内，公司各子公司的董事会或其他同等管理机构应由四(4)、七(7)名董事组成，或按照第2.2(a)节、第2.2(b)节或第2.2(c)节指定董事的相同方式指定的其他董事人数组成；但任何投资者可自行决定随时拒绝为任何此类子公司指定董事。每个股东同意在任何股东大会上投票，或在任何股东书面同意或决议中投票，并在适用的情况下，根据其受托责任，促使董事会指定的任何董事投票并采取其他适当行动，以执行第2.2(g)节中关于公司任何子公司的协议。

## Removal and Replacement of Directors

## 董事的罢免和更换

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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.

### 每位投资者都有绝对权利在任何时候自行决定罢免其指定的任何董事。每个股东应在任何股东大会上或在任何股东书面同意或决议中投票表决其股份，以实现该权利，并且不得以其他方式投票表决其股份或执行任何支持罢免任何董事的书面同意或决议。

### 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.

### 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

## 董事会会议

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

### 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.

### 董事会会议可由任何董事通过向本公司首席执行官(以下简称“首席执行官”)发出书面通知召集，通知中应说明会议的日期、时间、地点和议程。首席执行官应在收到该通知后，立即向每位董事发送一份该通知的副本，同时附上一份详细说明该会议业务的书面议程以及与该会议相关的所有文件的副本。应至少提前五(5)个工作日向每位董事发出书面通知(包括通过传真或电子邮件发送的通知)；但该通知期(I)不适用于根据第2.5(a)、(ii)节召开的延期会议，经董事一致书面同意，该通知期可缩短，(iii)未收到会议通知但选择出席会议的任何董事可放弃该通知期。

### 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.

### 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.

### 董事在董事会上可以采取的任何行动也可以由所有董事签署的书面决议采取。“书面”和“签名”包括通过传真或电子邮件发送的文字或签名。

### 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.

### 董事会的所有会议应以中文或英文进行，董事会所有会议的书面记录应以中文编写，并由公司在每次董事会会议后十(10)个工作日内提供给每位董事。

## Action by the Board

## 理事会采取的行动

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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.

### 董事会所有会议的法定人数应为(I)生效时间前三(3)名董事和(ii)生效时间后三分之二的在职董事。如果在预定会议时间后三十(30)分钟内未达到法定人数，会议应延期，双方应在十五(15)天内真诚地重新安排会议，董事有义务真诚地参加延期会议，但是，如果在重新安排的董事会会议上， 仅基于未出席上一次会议和/或根据第2.2(a)、2.2(b)或2.2(c)节由缺席董事的同一指定方任命的董事连续未能出席该会议，不能达到必要的法定人数，则该重新安排的会议的法定人数应为(I)生效时间之前的两(2)名董事和(ii)生效时间之后在职的大多数董事。

### 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.

### 在任何董事会会议上，每位董事可行使一票表决权。任何董事均可通过向董事会主席发出书面通知，(1)授权另一名董事出席任何董事会会议并代其投票，或(2)任命一名候补董事出席任何董事会会议并投票支持该第一名董事。根据第2.7节的规定，董事会决议的通过需要出席正式董事会会议的大多数董事投赞成票。任何董事会会议的主席不得投决定性的一票。

## Remuneration of Directors

## 董事薪酬

. 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.

。除了(a)与履行董事职责相关的合理自付费用，(b)如果该董事是本公司的雇员或顾问，以该身份获得的报酬或(c)本集团公司任何员工持股计划下的利益外，任何董事均无权获得任何报酬。在不限制上述规定的情况下，本公司应支付本公司任何子公司的每位董事或董事因出席董事会或其任何委员会的任何会议或本公司任何子公司或其任何委员会的任何董事会会议而产生的所有合理的自付费用。

## Reserved Matters

## 保留事项

### 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:

### 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;

#### 任何集团公司的任何合并或合并、类似性质的安排计划或分拆，或出售除合并之外的任何集团公司的所有或实质上所有资产、商誉或业务；

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

#### 公司宣布或支付任何股息或分配(现金或非现金)；

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

#### 公司或任何其他集团公司章程文件的任何修订、修改或重述；

#### 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;

#### 任何集团公司的成立，或公司或任何其他集团公司的接管人、管理人或其他形式的外部经理的任命，或任何类似性质的清算、解散、清盘、重组或安排计划；

#### 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;

#### 股票或债务证券的任何发行或分配，或可能需要发行任何集团公司证券的任何期权、认股权证或权利的授予，但根据任何员工持股计划、甲类股份认购协议、乙类股份认购协议和乙类股份转换除外；

#### 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;

#### 任何集团公司股权的任何回购、赎回或收回，除了根据任何员工持股计划、甲类股份协议和乙类股份转换；

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

#### 任何债务的发生、信贷或担保的承担或质押、留置权或收费的产生超出正常程序；

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

#### 与任何股东或股东关联人的任何交易；

#### 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;

#### 任何集团公司对资产(包括公司任何子公司的任何股权)的任何非正常出售、抵押或其他处置，除非该会计年度的有效年度预算中授权；

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

#### 采用或实质性修改任何员工股权激励计划或其他激励或利润分享计划；

#### 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;

#### 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

#### 任何集团公司在任何会计年度加入任何合资企业或合伙企业安排或任何其他利润或损失分担安排，除非该会计年度当时有效的年度预算中特别授权；和

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

#### 签订任何协议、安排或承诺来执行上述任何一项。

### 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:

### 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;

#### 任何集团公司股票的首次公开发行或首次公开发行，包括承销商和上市工具的身份；

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

#### 任何集团公司的控制事件的变更；

#### 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;

#### 任何集团公司的首席执行官或首席财务官的任命、聘用、终止或薪酬决定的确认，或与之相关的任何雇佣或咨询协议的签订，在每种情况下，最初可由当时的首席执行官提出；

#### 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;

#### 任何集团公司的任何合并或合并、安排方案、分拆或出售除合并之外的任何集团公司的所有或基本上所有资产、商誉或业务；

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

#### 公司和任何其他集团公司章程文件的任何修订、修改或重述；

#### 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;

#### 对任何股份的任何权利、利益或偏好、特权或权力或为任何股份的利益提供的限制的任何修改或变更；

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

#### 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.

#### 签订任何协议、安排或承诺来执行上述任何一项。

### 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. .

### 在PDSTI期权结束日期之前，根据适用法律、本协议和公司章程文件规定的任何额外要求，除了根据甲类股份协议和乙类股份转换，未经中芯工业发展投资有限公司和浦东科技投资(开曼)有限公司的书面同意，公司不得向任何一方发行和分配任何甲类股份。

### 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.

### 如果适用法律要求通过特别决议批准第2.7(a)、2.7(b)和2.7(c)节中列出的与公司相关的任何事项，且该事项尚未获得第2.7(a)节中规定的必要批准。2.7(b)或2.7(c)，视情况而定，投票反对特别决议的任何股东所持股份的票数应等于投票赞成该决议的所有股东的票数加一。

## Management

## 管理

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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.

### 根据第2.7节，由首席执行官领导的公司管理团队应负责集团公司的日常管理。

### 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.

### 双方应促使董事会不迟于上一财年结束前四十五(45)天通过每个财年的年度预算。如果董事会未能在该财政年度开始前通过该财政年度的年度预算，则上一个财政年度的年度预算应继续适用，直至董事会通过该财政年度的年度预算。

## Director Information Rights

## 导演信息权

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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.

### 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.

### 公司应立即以书面形式通知每位董事:(a)已对或相当可能对集团公司整体产生重大影响的任何事项；(b)可能导致(I)任何集团公司重大责任的任何事项，包括已经提起的任何法律诉讼或任何重大威胁法律诉讼；和(ii)任何集团公司的或有负债；以及(c)任何刑事或监管程序、政府机构的调查或针对任何集团公司的悬而未决或威胁的类似事件。

## 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.

## 银行账户。在获得中华人民共和国反垄断批准之前，中国经济合作与科技发展局和中国科技发展局应促使公司指定两(2)名个人(一名由中国经济合作与科技发展局指定，一名由中国经济合作与科技发展局指定)为以公司名义持有的任何银行账户的共同签署人，未经中国经济合作与科技发展局和中国科技发展局指定的每个签署人的签名，不得从这些银行账户支付款项。获得中华人民共和国反垄断批准后，除非董事会另有决定，否则中国经济合作与发展委员会和人民民主科学技术研究所指定的个人不再是以公司名义持有的任何银行账户的共同签署人，以公司名义持有的任何银行的签署人和该银行账户的支付机制应由董事会根据本协议条款和公司章程文件决定。

# INFORMATION RIGHTS

# INFORMATION RIGHTS

## Information Rights

## 信息权利

. 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:

。公司应向持有公司至少10%股份的每个股东(在完全稀释的基础上)提供以下与公司及其子公司相关的财务和业务信息:

### 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 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)).

### 在公司每个会计年度的第一、第二和第三季度会计期结束后，在任何情况下，在公司每个会计年度的第一、第二和第三季度会计期结束后四十五(45)天内， 根据《国际财务报告准则》或美国公认会计准则(由董事会根据第2.7(a)节确定)编制的本公司及其子公司在每个季度末的未经审计的合并资产负债表，以及本公司及其子公司在此期间和本财年至今的未经审计的合并损益表。

### 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”).

### 不迟于本公司每个会计年度结束前三十(30)天，提交一份全面的年度预算草案，每月预测本集团公司下一个会计年度的收入、支出和现金状况，供董事会审议(该年度预算一经董事会批准，称为“年度预算”)。

## Shareholder Access

## 股东准入

. 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.

。在股东持有公司股份少于10%之前(在完全稀释的基础上)，公司应并应促使其及其子公司的高级职员、董事、雇员、审计员、法律顾问和其他代理人在正常营业时间内，并在合理的通知下，在所有合理的时间内，向高级职员、雇员、审计员、法律顾问、其他代理人、财产、办公室提供合理的访问和咨询权利。 和其他设施和场所，以及每个集团公司的所有账簿和记录，以及(b)根据股东的合理要求，随时向股东提供机会，与其高管、员工和代理人讨论任何集团公司的事务、财务和账户。 每个股东应有权在任何时候审计集团公司的账簿和记录，但费用由自己承担，且不得中断集团公司的正常运营，公司应且应促使集团公司在任何此类审计方面与任何此类股东及其代表进行商业上合理的合作；前提是，该股东每个会计年度只能开始一次审计。

# PRE-EMPTIVE RIGHT

# PRE-EMPTIVE RIGHT

## General

## 一般

. 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.

。本公司特此授予各大股东优先购买权，最多可按比例购买本公司可能不时提议出售、要约或发行的任何新证券。就本第4节规定的优先购买权而言，大股东的按比例份额应为一个分数，其分子应为该大股东在发行通知之日持有的b股数量，分母应为所有大股东在发行通知之日持有的b股总数。

## Procedures

## 程序

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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.

### 如果本公司提议在本协议日期后发行新证券，本公司应向各大股东发出书面通知(“发行通知”)，通知内容应包括:(一)新证券的类型和类别；(二)拟发行的新证券数量；此类新证券的每股价格；(iv)根据第4.1节确定的每个大股东在新证券中的比例份额；以及(v)公司提议发行此类新证券的其他重要条款和条件。每个大股东有权按照每股价格和发行通知中规定的其他条款和条件购买该大股东按比例应得的新证券(根据第4.1节确定)，并在收到发行通知后三十(30)天内(“优先购买期”)通过向公司发出书面通知并在通知中说明要购买的新证券数量来同意购买。如果在优先购买期到期时，任何大股东未行使其购买该等新证券的任何按比例份额的权利，则该大股东应被视为已放弃其根据第4节规定的与购买该发行通知中规定的该等新证券相关的所有权利，且仅与购买该等新证券相关的权利。

### 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 Investors or 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”).

### 如果任何大股东未能行使其优先购买权，或选择就少于该大股东在该新证券中的比例份额(根据第4.1节确定)行使该权利，公司应在优先购买期结束后的两(2)个工作日内， 对已对其在该等新证券中的全部比例份额行使优先购买权的每个大股东(“完全参与投资者”)的分配进行此类调整，以便任何剩余的新证券可基于该等完全参与投资者在公司中的持股比例或该等完全参与投资者之间的其他协议按比例分配给该等完全参与投资者，并书面通知该等完全参与投资者其认购该等剩余新证券的权利。 此类完全参与投资者应在优先购买期结束后的五(5)个工作日内通知公司他们希望认购的剩余新证券的数量(如果有)(此类第五个工作日为“最终优先购买日”)。

### 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.

### 在新证券发行结束时，公司应(I)将适用的新证券分配并发行给根据本第4节行使优先购买权的每个大股东，(ii)将每个大股东的姓名记入股东名册，以反映其为新证券的所有者(并在此后一(1)个工作日内向该大股东交付其经认证的真实副本)，以及(iii)如果该新证券由证书代表， 根据发行通知中规定的条款和条件，发行代表此类新证券的证书并将其交付给此类大股东，在每种情况下，此类大股东不得支付此类新证券的购买价格。

## Sales by the Company

## 公司销售

. 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’ preemptive 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.

。在最终优先购买日之后的六十(60)天内(不包括在内)，本公司可以以每股相同的价格，并按照不低于发行通知中规定的对本公司不利的条款和条件，出售本第4节中主要股东未行使优先购买权的任何新证券。如果公司在六十(60)天内未出售此类新证券，则公司此后不得发行或出售任何新证券，除非首先按照本协议第4.2节规定的方式向主要股东再次发行此类新证券。

# Restrictions on Transfer

# Restrictions on Transfer

## General

## 一般

. 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.

。PDSTI和CEC不得在PDSTI期权结束日期之前将任何a股转让给任何人。中电控股不得转让导致中电控股在PDSTI期权结束日期前拥有少于8，800，000股b股的b股。任何股东不得转让任何股份或其中的任何权利、所有权或利益，除非(a)受让人以书面形式同意受本协议条款和条件的约束，并以附件B所附格式签署本协议的遵守协议，在这种情况下，受让人应被视为股东和本协议的一方，除非受让人已经是本协议的一方，(B)转让在所有方面符合本协议，以及(c)转让在所有方面符合适用法律。任何股东违反前一句进行的股份转让均属无效，公司不得登记，股东应确保没有转让代理人登记该转让。双方承认，本协议中规定的转让限制是合理的，符合公司的最大利益。

## Permitted Transfers

## 允许转让

. 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.

. 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

## 禁止转让

. 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.

. 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

# Restrictive Legend and Stop Transfer Orders

## Legend

## 图例

. 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:

。每位股东理解并同意，公司将在证明该股东股份所有权的任何证书或其他文件或文书上注明以下图例或与其基本等同的图例:

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.

本证书所代表的股份尚未根据经修订的1933年美国证券法进行登记。本证书所代表的股份受这些股份的持有人、本公司和本公司的某些股东于2014年在[签订的股东协议中规定的某些转让限制的约束，并且只能按照该协议出售、处置或以其他方式转让。该协议的副本在公司的主要办公室存档。此类转让限制对这些股份的受让人具有约束力。

## Stop Transfer Instructions

## 停止转移指令

. 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.

。为了确保遵守此处提及的限制，各股东同意，如果转让违反了本协议的任何条款，公司可签发适当的“停止转让”证书或指示，并可在其记录中作出相同效果的适当注释。

# ADDITIONAL AGREEMENTS

# ADDITIONAL AGREEMENTS

## Confidentiality

## 机密

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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.

### 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.

### 允许的披露。尽管有上述规定，并受适用法律的任何限制，(1)双方应有权(1)在需要了解的基础上，向其任何关联公司、雇员、银行家、贷款人、融资来源、会计师和律师或其他专业顾问披露任何机密信息，如果此类人员或实体负有与第7.1节中规定的义务基本相似的适当保密义务， (二)披露任何保密信息，如果该保密信息已经公开(违反本协议除外)，以及(二)每个投资者有权在保密的基础上向该投资者或其关联公司的当前或未来有限合伙人或投资者披露任何保密信息。

### 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.

### 法律要求的披露。如果任何一方被任何法院、政府机构或证券交易所要求或根据适用法律被法律要求披露任何机密信息，该方(“披露方”)应在法律未禁止的范围内，立即向其他方提供该事实的书面通知(或在法律未禁止的范围内，不允许提前通知的情况下，在披露后尽快进行)，并应就该披露与其他方进行合理协商。披露方应尽可能并在其他方的合作和合理努力下，寻求(由公司独自承担费用)保护令、保密待遇或其他适当的补救措施。如果此类保护令、保密处理或其他适当补救措施不可用或被拒绝，披露方应仅提供法律要求披露的信息部分，并应做出合理努力，以获得保密处理将给予此类信息的可靠保证。

### 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.

### 其他协议。本节的规定应补充而非替代本公司和任何投资者就本协议预期的交易达成的任何保密协议的规定，或本集团公司达成的包含保密条款的任何雇佣或其他协议的规定。

## Insurance Coverage

## 保险责任范围

. 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.

. 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

## 注册权利

. 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.

。如果另一个上市工具的股份或股份的首次公开发行和上市发生在登记权具有重要意义的辖区内的证券交易所，公司应(或应促使该上市工具)在该发行和上市完成之前，就股份(或上市工具的股份，视情况而定)与主要股东签订登记权协议。注册权利协议将包含类似类型和规模交易的习惯条款和条件。

## Compliance with Anti-corruption Laws

## 遵守反腐败法律

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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.

### 公司不得也不得导致其他集团公司及其各自的董事、员工、代理人或其他代表(I)进行或给予任何贿赂、回扣、支付、影响支付、回扣或任何其他类型的支付，根据任何反腐败法律，这些支付都是非法的，(ii)提出支付要约、支付承诺或支付或转移金钱或任何其他有价值的东西，或授权此类要约、承诺、支付或转移。 直接或间接影响任何政府官员，目的是(A)影响该政府官员以其官方身份的任何行为或决定，(B)诱使该政府官员做或不做与其合法职责有关的任何行为，(C)获取任何利益或(D)诱使该政府官员影响或影响任何政府当局的任何行为或决定，在每种情况下， 以协助任何集团公司为任何人获得或保留业务，或与任何人一起获得或保留业务，或向任何人指导业务，或(iii)采取任何违反任何反腐败法的其他行动。

### 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.

### 公司应且应促使其他集团公司维护适用于该集团公司的反腐败法律和普遍接受的商业行为和道德标准可能要求的与腐败和商业道德有关的政策和程序，包括适用的贿赂、礼品和娱乐、政治献金和监控、风险评估和内部审计程序。

# Miscellaneous

# Miscellaneous

## Notices

## 注意

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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.

### 本协议项下要求或允许的所有通知和其他通信应采用书面形式，并应通过传真或电子邮件发送，或以其他方式通过专人、信使或快递服务发送至附件C所示的一方地址或公司记录中，该记录可根据本协议的规定进行更新。

### 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.

### 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.

### 如果通知或通信的收件人拒绝或以其他方式拒绝接受根据第8.1节交付或发送的通知或其他通信，或者如果通知或其他通信因地址变更而无法交付，且未发出通知，则该通知或其他通信被视为在拒绝、拒绝或无法交付时收到。

## Successors and Assigns; Binding Effect; Benefits

## 继承人和受让人；约束效应；利益

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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.

### 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.

### 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.

### 本协议对双方及其各自的继承人和许可受让人具有约束力，并符合他们的利益。

### 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.

### 本协议中的任何内容，无论是明示的还是暗示的，都不打算或不得解释为给予除双方或其各自的继承人或允许的受让人之外的任何人任何法律或衡平法上的权利、补救或索赔，或与本协议或本协议所包含的任何条款相关的权利、补救或索赔。

## Severability

## 可分割性

. 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.

。如果本协议的任何条款根据第8.7节成为或被有管辖权的法院或仲裁法庭宣布为非法、不可执行或无效，则该条款的部分或整个条款在必要时应与本协议分离，并且该法院或仲裁法庭将用有效且可执行的条款替代本协议的该非法、不可执行或不可执行的条款，该条款将尽可能实现该非法、不可执行或不可执行条款的相同经济、业务和其他目的。本协议的剩余部分应根据其条款执行。

## Termination

## 结束

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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.

### (一)在生效时间之前，本协议应在以下情况第一个发生时终止:(一)双方书面协议终止，(二)合作协议终止，(三)合并协议终止；(二)生效时间后，本协议应在双方首次达成书面终止协议、首次公开募股完成、公司根据公司章程文件和本协议解散以及公司控制权变更事件时终止。

### 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.

### 如果本协议根据第8.4节终止，本协议应立即终止并不再具有任何效力，任何一方均不对其他方或其各自的关联公司、董事、高级职员或雇员承担任何责任，但前提是(I)第7.3节(保险范围)、第8.1节(通知)、第8.4节、第8.6节(管辖法律)和第8.7节(争议解决)、(ii)中规定的义务在第8.4节(a)(i)、第8.4节(a)(iii)或除非双方另有书面约定，本协议的终止不应影响终止前双方的应计权利和责任。

### 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.

### 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.

### 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

## 修正案

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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.

### 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.

### 除非在放弃本协议任何条款的一方签署的书面文件中有所规定，否则放弃本协议的任何条款均无效。一方未能或延迟行使本协议项下的任何权利、权力或补救措施，不应视为放弃该权利、权力或补救措施，对该权利、权力或补救措施的任何单独或部分行使也不应排除对该权利、权力或补救措施的任何其他或进一步行使或任何其他权利、权力或补救措施的行使。在不限制前述内容的情况下，任何一方放弃任何其他一方违反本协议任何条款的行为都不应被视为放弃任何后续违反本协议或任何其他条款的行为。本协议规定的权利和补救措施应是累积的，不排除法律或衡平法规定的任何权利、权力或补救措施。

## Governing Law

## 管辖法律

. 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.

。本协议在所有方面受纽约州国内法管辖，不考虑法律冲突原则。

## Dispute Resolution

## 争议解决

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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.

### 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.

### 尽管有上述规定，双方特此同意并同意，除了本第8.7节中规定的任何仲裁手段外，任何一方均可在提出申请的司法管辖区的法律允许的范围内，向法院或其他有管辖权的机构寻求临时禁令，尽管本协议受纽约州法律管辖， 审理禁令救济申请的法院或机构可以适用法院或其他机构所在管辖区的程序法来决定是否授予临时禁令。 为避免疑问，第8.7(b)节仅适用于寻求临时禁令，不以任何方式限制第8.7(a)节的适用。

## Specific Performance

## 具体履行

. 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.

。各方承认并同意，其他各方将因其违反本协议而受到不可挽回的损害，仅金钱损害赔偿不足以弥补实际或威胁违反本协议的行为。因此，除了该方在法律上或衡平法上可获得的所有其他权利和救济，包括因违反本协议的任何条款而要求金钱损害赔偿的权利之外，每一方应有权获得具体的履约或禁令或其他衡平法救济(无需提交保证金或其他担保)，以强制执行或防止违反本协议的任何条款。

## Counterparts

## 相对应的

. 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.

。本协议可签署任意数量的副本，每份副本均可对签署此类副本的各方强制执行，所有副本共同构成一份文书。

## Further Assurances

## 进一步保证

. 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 effectuate this Agreement.

。各方同意通过适当行使其公司、有限责任公司、合伙企业或其他权力，签署并交付所有此类其他和额外的文书和文件，并采取更全面履行本协议所需的所有其他行为和事项。

## Conflict; Amendment to Constitutional Documents

## 冲突；宪法文件修正案

. 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.

。如果公司章程文件与本协议之间有任何模糊、不一致或不一致之处，则本协议仅在股东之间有效，因此公司和股东应采取一切必要或要求的行动(包括召开董事会会议和/或股东大会并投票表决股份或执行任何书面同意或决议)来及时修改此类章程文件，以确保此类章程文件与本协议一致。此外，除非适用法律禁止，公司和股东应采取一切必要或要求的行动(包括召开董事会会议和/或股东会议并投票表决股份或执行任何书面同意或决议)，迅速(在任何情况下，在本协议日期后五(5)个工作日内)修改公司章程文件，以符合本协议，使投资者满意。

## Titles and Subtitles

## 标题和字幕

. 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.

。本协议中使用的标题和副标题仅为方便起见，在解释或解释本协议时不得考虑。除非另有规定，本协议中提及的所有章节、段落、附件和附表应指本协议的章节和段落以及附件和附表。

## Entire Agreement

## 整个协议

. 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.

。本协议(包括本协议的附件)和本协议提及的其他协议构成双方之间关于本协议主题的完整理解和协议。除本协议中明确规定的以外，任何一方均不对任何其他方以任何方式就本协议的主题承担任何保证、陈述或约定的责任或约束。

## Delays or Omissions

## 延误或遗漏

. 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.

。除非本协议另有明确规定，否则任何其他方违反本协议或违约时，延迟或不履行本协议任何一方应享有的任何权利、权力或补救措施，均不得损害该守约方的任何此类权利、权力或补救措施，也不得被解释为放弃任何此类违反或违约或默许，或放弃此后发生的任何类似违反或违约。 对任何单一违约或违约的弃权也不应被视为对此前或此后发生的任何其他违约或违约的弃权。 任何一方对本协议项下任何违约或违约行为的任何类型或性质的弃权、许可、同意或批准，或任何一方对本协议任何条款或条件的弃权，必须是书面的，并且仅在该书面规定的范围内有效。根据本协议或法律或以其他方式给予本协议任何一方的所有补救措施应是累积性的，而不是替代性的。

## Telecopy Execution and Delivery

## 传真执行和交付

. 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.

。本协议的传真、传真或其他复制件可由一方或多方执行，并由该方通过传真或任何类似的电子传输设备交付，根据该设备可看到该方或代表该方的签名。就所有目的而言，此类执行和交付应被视为有效、有约束力和有效。应任何一方的要求，所有各方同意签署并交付本协议的原件以及本协议的任何传真、传真或其他复制件。

## Non-Recourse

## 无追索权

. 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).

。无论本协议中有任何明示或暗示，公司和每个股东约定，同意并承认本协议只能对双方强制执行。由本协议引起的或与本协议相关的所有索赔或诉讼原因(无论是合同、侵权行为或其他)，包括本协议的谈判、执行或履行，以及在本协议中或与本协议相关或作为签订本协议诱因的任何陈述或保证，只能针对双方提出。任何一方(包括代表一方谈判或执行本协议的任何人)的过去、现在或未来的官员、董事、股东(或其他股权持有人)、雇员、发起人、成员、合伙人、代理人、律师、代表或附属机构均不承担本协议或因本协议(包括谈判)引起或与之相关的任何索赔或诉讼原因(无论是合同、侵权行为或其他)的任何责任或义务。 本协议的执行或履行，以及在本协议中或与本协议相关或作为签订本协议诱因的任何陈述或保证)。

## Mutual Drafting

## 相互起草

. 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.

。双方共同参与了本协议的谈判和起草，并由他们自己的法律顾问就本协议设想的交易进行代理，并有机会就他们的法律权利向该法律顾问寻求建议。如果出现意图或解释的模糊性或问题，本协议应被解释为双方共同起草，不得因本协议任何条款的作者或任何此类条款与本协议任何先前草案不一致的程度而产生有利于或不利于任何一方的推定或举证责任。

## No Partnership

## 无合伙关系

. 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.

。本协议中的任何内容以及双方采取的任何行动均不得被视为构成双方之间的合伙关系，也不得将任何一方视为任何其他方的代理人。除非另有书面约定，否则任何一方不得根据本协议向任何另一方承担注意义务或任何信托或衡平法义务。

## Recapitalization

## 资本额的调整

. 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.

. 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

## 有效时间

. 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.

. 除第8.19条（在本协议签署后立即生效）外，本协议应在公司成立后立即自动生效。

## Adjustments for Share Splits, Etc.

## 股份分割等的调整。

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.

在本协议中，凡提及任何类别的特定数量的股份，则在发生该类别股份的任何细分、组合或股份股息时，本协议中提及的特定数量的股份应自动按比例调整，以反映该细分、组合或股份股息对该类别股份的已发行股份的影响。

(signature page follows)

(签名页如下)