



## INVESTMENT LETTER OF INTENT 投资意向书

Date: September 9, 2017

日期：2017 年 9 月 9 日

To: Prospective Investors

致：潜在投资人

**RE: Purchase of issued and outstanding limited partnership units (the "Units") of Cloud Union USA LLP**

有关：购买云联美国有限责任合伙已发行的有限合伙股权（“出售股权”）

The following sets out the basic terms upon which Cloud Union USA LLP (temporarily named) or its affiliate (“**Cloud Union USA**”) would offer to sell its Units to prospective investors (“**Investment**”).

以下为云联美国有限责任合伙（暂定名）或其关联公司（“云联美国”）欲将出售股权出售给潜在投资人（“投资”）的基本条款。

The terms are not comprehensive and we expect that additional terms, including reasonable warranties and representations, will be incorporated into formal agreements (“**Transaction Documents**”) to be negotiated. The basic terms are as follows:

在此的条款并非全部条款，其他条款，包括合理的担保以及陈述条款，会包含在以后协商的正式协议里（“交易文件”）。基本条款包括：

1. Prospective Investor: \_\_\_\_\_ (the "**Investor**")

潜在投资人：\_\_\_\_\_（“投资人”）

2. Units: Cloud Union USA provides total 500 Units for investment at this time. The Investor agrees to subscribe from Cloud Union USA and Cloud Union USA agrees to sell and issue to the Investor, [1] Unit free and clear of all liens, charges and encumbrances.

出售股权：云联美国这次共提供 500 股出售股权供投资。投资人同意从云联美国处认购，云联美国同意向投资人出售并发行【1】股出售股权，该出售股权不含任何抵押、质押或其他负担。

3. Subscription Price: The Investor shall pay \$30,000.00 (“**Subscription Price**”) for the Unit it subscribed for.

认购价格: 投资人应支付 3 万美元 ( “认购价格” ) 认购 1 股出售股权。

4. Transaction Documents: The Investor and Cloud Union USA shall enter into a subscription agreement (“**Subscription Agreement**”) pursuant to which the Investor shall subscribe for and purchase [1] Unit from Cloud Union USA at the Subscription Price. There shall be partnership agreement, joiner agreement, management agreement, private placement memorandum etc..

交易文件: 投资人和云联美国应签署一份认购协议 ( “认购协议” ), 根据认购协议, 投资人应以认购价格从云联美国处认购并购买 1 股出售股权。还包括合伙协议、加入协议、管理协议及私募备忘录等等。

5. Investment Currency and Structure: Investor shall make investment in US currency. It is Investor’s sole responsibility to wire the US currency to a US account designated by Cloud Union USA. Investor covenants that he or she shall comply with all applicable legal and regulatory requirements for such investment. Cloud Union USA and Investor shall use their best efforts to formulate a transaction structure that minimizes or eliminates any adverse tax consequences and is as cost effective as possible.

投资货币及架构: 投资人应以美元作为投资货币。投资人必须负责将美元汇至云联美国指定的一个美国账户。投资人承诺其将遵守所有适用该投资的法律和监管要求。云联美国和投资人将近最大努力设立一个减少或消除不利税务后果并且是产生最低费用的交易结构。

6. License/Franchise Arrangement: Investor shall enter into a license/franchise agreement with Cloud Union USA. Pursuant to such license/franchise agreement, Investor has right to participate a profit sharing program in the Region (as defined in the license/franchise agreement). Investor, as licensee or franchisee, is entitled to receive a fraction of total profit amount generated by all participating products or service providers. The numerator of the fraction is one and the denominator is the total number of products and service providers in the Region. Investor shall pay license fee or franchise fee to Cloud Union USA. The amount of such license fee or franchise fee is determined by the license agreement/franchise agreement.

许可/特许安排: 投资人应与云联美国签署一份许可/特许协议。根据该许可/特许协议, 投资人有权在 “**地区**” ( 在许可/特许协议中定义 ) 参与一项利润分享计划。投资人, 作为被许可人或特许权人, 有权收到所有参与该计划的产品和服务提供商所产生的利润的一部分。分子是一, 分母是所有参与计划的产品和服务提供商

的数目总和。投资人应向云联美国支付许可费或特许费。 该许可费或特许费根据许可/特许协议决定。

7. Deposit: Immediately upon execution of this Letter of Intent, Investor shall make a deposit in an amount of \_\_\_\_\_ USD/RMB to an account designated by Cloud Union USA. Such deposit is refundable. Appendix A sets out the details of such account.

定金: 在签署本意向书后, 投资人应立即将金额为\_\_\_\_美元/人民币的定金打入一个由云联美国指定的账户。该定金是可返还的。附件 A 列出该账户的详细信息。

8. Access to Documents/Information: Within two months after the execution of this Letter of Intent, Cloud Union USA shall provide Investor with all information necessary for him or her to make the investment and deliver to Investor copies of all Transaction Documents, including a private placement memorandum which provides detailed information about the Investment and Cloud Union USA itself. Attached Appendix B is a brief introduction of Cloud Union USA's profit sharing program.

可得到文件/信息: 在本意向书签署后 2 个月内, 云联美国应向投资人提供所有必要的信息以便其能做出投资并向投资人提供所有交易文件, 包括私募备忘录, 该备忘录将提供有关投资及云联美国的详细信息。附件 B 是云联美国的利润分享计划。

9. Termination: If Investor is unable to make the investment within two and a half months after the execution of Transaction Documents, this transaction is terminated and the Deposit shall be liquidated damages compensated to Cloud Union USA.

终止: 如投资人不能在交易文件签署后的两个半月内进行投资, 该交易视为终止, 定金将被视为约定违约金补偿给云联美国。

10. Condition Precedent: The obligation of the Investor to purchase the Units will be subject to satisfaction or written waiver by the Investor of customary condition(s) (the "**Conditions Precedent**") within two months after execution and delivery of the Transaction Agreements.

前置条件: 投资人购买出售股权的义务需要在签署交易文件后两个月内满足通常的前置条件 ( "前置条件" ), 或投资人豁免这些前置条件。

11. Closing: The closing (the "**Closing**") of the transactions contemplated by this Letter of Intent will occur not later than fifteen days following the satisfaction or written waiver by the Investor of the Conditions Precedent. At the Closing, Cloud Union USA will issue Units to Investor free from any outstanding liens, charges, claims or encumbrances.

交割：本意向书下的交易的交割（“交割”）应在前置条件满足或豁免后的 15 天内进行。在交割时，云联美国应向投资人发放出售股权，该股权不存在任何抵押、质押或其他负担。

12. Costs: The Investor and Cloud Union USA will each bear their own expenses in connection with this Letter of Intent and the purchase and sale of the Units.

费用：投资人和云联美国应承担各自的与该意向书及购买和出售收购出售股权相关的费用。

13. Confidentiality: All negotiations regarding the Investment will be confidential and will not be disclosed to anyone other than respective advisors and internal staff of the parties and necessary third parties. No press or other publicity release will be issued to the general public concerning the proposed transaction without mutual consent unless required by law, and then only upon prior written notice to the other party.

保密：所有有关投资的协商应是保密的并且除各自方的顾问及内部人员及必要的第三方外，不应向其他人披露。在无双方同意的情况下，不应向大众就所拟进行的交易发布公告和公开信息，如法律要求进行披露，应立即书面通知另一方。

14. Good Faith Negotiations: Each of the Investor and Cloud Union USA will act honestly, diligently and in good faith in their respective endeavors to negotiate, settle and execute the Transaction Agreements within two months following the execution of this Letter of Intent.

善意协商：投资人及云联美国都应该诚实、勤奋并善意地协商、解决并在本意向书签署后两个月内签署交易文件。

15. Not a Binding Agreement: This Letter of Intent does not create a binding contract and will not be enforceable, except in respect of the obligations set out in paragraphs 10, 13, 15, 16 and 17. Only the Transaction Documents, duly executed and delivered by the Investor and Cloud Union USA, will be enforceable, and it will supersede the provisions of this Letter of Intent and all other agreements and understandings between the Investor and Cloud Union USA with respect to the subject matter of this Letter of Intent.

非约束性协议：本意向书并未导致一份有约束的合同并且没有执行力，除本意向书第 10、13、15、16 及 17 条外。只有在投资人和云联美国签署并递交的交易文件才是可执行的，并取代本意向书的规定，以及投资人和云联美国就本意向书主题达成的其他协议及理解。

16. Currency: All references to "\$" in this Letter of Intent shall refer to currency of the United States of America.

货币：本意向书所指“\$”应指美国的货币，美元。

17. Proper Law: This Letter of Intent will be governed by and construed in accordance with the law of New York and the parties hereby agree to the jurisdiction of the Courts of competent jurisdiction of the State of New York in any proceeding hereunder.

法律：本意向书应适用纽约州法律并按其解释，并且各方同意纽约州法院就本意向书项下的纠纷有管辖权。

18. Counterparts and Electronic Means: This Letter of Intent may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery to us of an executed copy of this Letter of Intent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery to us of this Letter of Intent as of the date of successful transmission to us.

副本及电子方式：本意向书可分几个副本签署，每一副本都被视为原件，所有副本构成一份文件。通过电子传真或其他电子通信的方式（只要能打印）递交签署的本意向书可在发送时视为已签署和递交。

19. Acceptance: If you are agreeable to the foregoing terms, please sign and return a duplicate copy of this Letter of Intent by no later than by 5:00 p.m. on September \_\_\_, 2017. Facsimile is acceptable.

接受：如果您接受上述条款，请签署本文件并在 2017 年 9 月 日 下午 5 点前送还。通过传真方式送还可以接受。

Yours truly,  
此致，

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## **APPENDIX A**

### **附件 A**

#### **[ACCOUNT INFORMATION]**

#### **【账户信息】**

## APPENDIX B

### 附件 B

#### 【INTRODUCTION OF CLOUD UNION USA'S PROFIT SHARING PROGRAM】

##### [云联美国利润分享计划的介绍]

Cloud Union Rewards is a US company controlled by YunLianHui. The company's reward program has drawn lot of interest from American consumers and businesses. There are many pre-launch participation requests and investment interest from many business owners and investors. American consumers and businesses are seeing the program as consumption recycling machine that put their spent dollars back in their pockets.

There are lot of different reward programs in America. None of these programs offer the benefits or reward value to the consumers as much as Cloud Union Rewards platform do offer. The platform is seen by businesses as zero cost loyalty program, where their advertising, marketing, promotions and customer engagement can all be achieved by a post-paid, predetermined cost, which again is rewarded back as points.

Average American consumer participates in around 15-20 reward programs. It is difficult to track the benefits, promotions and conduct follow-ups to realize their benefits. Our program is considered as one stop Rewards program where the Rewards are accumulated, managed and converted to cash in one account. Our program also offers platform and entrepreneurial opportunities to consumers. The consumption dollars are refunded back to consumer as points making the transaction cost as zero eventually. American consumer has never seen a program like this.

We would like to take this opportunity of 9/9 to offer the investment options to our Chinese investors as a pre-launch offer. We are opening our Limited Partnerships (LP) in Cloud Union USA LLP at this time to interested investors. This offer is a pre-launch offer and the terms and conditions of LP unit may differ from this introductory offer.

云联惠美国公司是中国云联惠在美的控股子公司。该公司的消费返还计划得到美国消费者和企业的大量兴趣。在该计划正式实施前，许多企业主和投资人有意参与该计划或对其进行投资。美国消费者和公司将该计划视为消费循环机器，意味着将他们已消费的金额重新返还给他们。

目前市场上有不同的消费返还计划，但这些计划在提供的优惠方面都不能和云联惠的返还计划相比。云联惠的平台被视为零费用的忠诚计划，该计划的广告、市场、推广及消费者的参与的费用都是预先知晓并且事后支付的，同时，这些费用可以以点数返还。



平均每一个美国人参与 15-20 个返还计划，但要追踪这些计划的利润、市场推广及之后的行为来判断其是否获利是非常困难的。我们的计划被视为一站式的返还计划，所有的点数在一个账户内累计、管理并被转换成现金。我们的计划也为消费者提供平台和创业的机会。消费者消费的现金转换成点数后，以零费用的方式返还给消费者。美国消费者们从来没有见过这种消费返还计划。

我们现在希望利用 9 月 9 日这个机会让中国的投资人有机会在该计划正式发起前参与投资这个计划。我们向有兴趣的投资人提供云联美国有限责任合伙的有限合伙股份。由于这是在计划正式发起前的投资，具体的股份的条件和条款可能与本介绍有不同。



### **NOTICE TO INVESTORS**

THIS LETTER OF INTENT IS PREPARED SOLELY FOR BENEFITS OF POTENTIAL INVESTORS WHO ARE INTERESTED IN MAKING DIRECT OR INDIRECT INVESTMENT TO CLOUD UNION USA LLP, A LIMITED LIABILITY PARTNERSHIP FORMED UNDER THE LAWS OF THE STATE OF NEW YORK, AND THE PROGRAMS IT RUNS OR MANAGES. INVESTORS AGREE THAT THIS LETTER OF INTENT IS NOT MEANT TO BE A FORMAL AND BINDING AGREEMENT BUT AN INTENTION OF CLOUD UNION AND INVESTORS FOR A POTENTIAL INVESTMENT TO CLOUD UNION. INVESTORS HAVE NOT BEEN PROVIDED WITH ENOUGH INFORMATION FOR THEM TO MAKE INVESTMENT. THIS LETTER OF INTENT SET OUT BASIC CONDITIONS AND TERMS FOR THE INVESTMENT.

### **投资人须知**

本意向书只为潜在投资人准备，潜在投资人有意对云联美国有限责任合伙，一家根据纽约州法律合法设立的有限责任合伙，以及该合伙运营或管理的方案，进行直接或间接的投资。投资人同意本意向书并非意图达成一份正式及有约束力的协议，只是云联美国和投资人意图针对对云联美国的投资达成的意向。投资人还未得到足够的信息和材料进行投资。本意向书列出对该投资的基本的条件和条款。