«[#setting»MANAGEMENT RIGHTS LETTER

[日期]

**To: «${map}»**

**Re: Management Rights**

Ladies and Gentlemen:

This letter will confirm our agreement that pursuant to and effective as of your purchase of Series [A] Preferred Shares of «${agreement.p1FinancingBody[», an exempted company incorporated under the laws of the «${agreement.p1FinancingBody[» (the **“Company**”) pursuant to the «${agreement.p1PsObj[» Purchase Agreement dated as of [SPA签署日期] among the parties thereof, «${map}» (the “**Investor**”) shall be entitled to the following contractual management rights, in addition to any rights to non-public financial information, inspection rights and other rights specifically provided to all Investor in the current financing:

The Investor shall be entitled to consult with and advise management of the Company on significant business issues, including management’s proposed annual operating plans, and management will meet with you regularly during each year at the Company’s facilities at mutually agreeable times for such consultation and advice and to review progress in achieving said plans.

The Investor may examine the books and records of the Company and inspect its facilities and may request information at reasonable times and intervals concerning the general status of the Company’s financial condition and operations, provided that access to highly confidential proprietary information and facilities need not be provided.

If the Investor is not represented on the Company’s Board of Directors, the Company shall give the representative of the Investor copies of all notices, minutes, consents and other material that the Company provides to its directors, except that the representative may be excluded from access to any material or meeting or portion thereof if the Company believes, upon advice of counsel, that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly confidential proprietary information or for other similar reasons. Upon reasonable notice and at a scheduled meeting of the Board or such other time, if any, as the Board may determine in its sole discretion, such representative may address the Board of Directors with respect to the Investor’s concerns regarding significant business issues facing the Company.

The Investor agrees, and any representative of the Investor will agree, to hold in confidence and trust and not disclose any confidential information provided to or learned by it in connection with its rights under this letter.

The rights described herein shall terminate and be of no further force or effect upon the earlier of (a) the consummation of the sale of the Company’s securities pursuant to a registration statement filed by the Company under the Securities Act of 1933, as amended, in connection with a firm-commitment underwritten offering of its securities to the public; or (b) the date upon which the Investor cease to hold any securities of the Company. The confidentiality provisions hereof will survive any such termination. This letter may be executed in three or more counterparts, each of which shall be treated as an original, but all of which together shall constitute one and the same instrument.

-Signature Pages Follows-

[Signature page for Management Right Letter]

Very truly yours,

«${agreement.p1FinancingBody[»

By:

Title: Director

[Acceptance page for Management Right Letter]

AGREED AND ACCEPTED:

«${map}»

By:

Title: Authorized Signatory