

业务合作协议

BUSINESS COOPERATION AGREEMENT

本业务合作协议（“本协议”）由以下各方于 2014 年 3 月 13 日在深圳订立：

This Business Cooperation Agreement (the “**Agreement**”) is entered into in Shenzhen as of March 13, 2014 by and among the following parties:

- (1) **库购网电子商务（深圳）有限公司**（“**外资企业**”），一家根据中华人民共和国（“**中国**”）法律在中国深圳注册成立的外商独资企业；

Cogobuy.com E-Commerce Services (Shenzhen) Limited (the “**WFOE**”), a wholly foreign-owned enterprise registered in Shenzhen, the People’s Republic of China (“**China**” or “**PRC**”), under the laws of China;

- (2) **深圳市可购百信息技术有限公司**（“**深圳可购百**”），一家根据中国法律在中国深圳注册成立的内资公司；和

Shenzhen Cogobuy Information Technologies Limited (“**Shenzhen Cogobuy**”), a domestic company registered in Shenzhen, China, under the laws of China; and

- (3) **姚怡**，中国公民（身份证号：370202197410173027）（“**股东**”）

Yi Yao, a PRC resident (ID No.: 370202197410173027) (the “**Shareholder**”)

（以上外资企业、深圳可购百和股东单独称为“**一方**”，合称为“**各方**”）。

(Each of the WFOE, Shenzhen Cogobuy and the Shareholder, a “**Party**”, and collectively the “**Parties**”).

序言

RECITALS

- (1) **鉴于**，外资企业从事电子商务软件开发及相关技术服务业务，并在电子商务软件开发及相关技术服务方面已经具备了相关专业能力和实践经验；

WHEREAS, the WFOE engages in the business of e-commerce software development and related technical services, and has the relevant expertise and practical experience in the development of e-commerce software and the provision of related technical services;

- (2) **鉴于**，深圳可购百在中国从事电子商务业务；

WHEREAS, Shenzhen Cogobuy engages in the business of e-commerce in China;

- (3) **鉴于**，外资企业与深圳可购百在 2014 年____月____签署了一份《独家服务总协议》（“**服务协议**”），根据该协议深圳可购百应向外资企业支付服务费；及

WHEREAS, the WFOE has entered into a Master Exclusive Service Agreement (the “**Service Agreement**”) dated _____, 2014 with Shenzhen Cogobuy, pursuant to which the WFOE is entitled to receive service fees from Shenzhen Cogobuy; and

(4) 鉴于，股东持有深圳可购百 100% 的股份。

WHEREAS, the Shareholder holds 100% shares in Shenzhen Cogobuy.

有鉴于此，基于本协议中包含的各项前提、声明、保证、承诺和约定，各方愿意受其法律约束，并达成如下约定：

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

协议

AGREEMENT

1. 不作为承诺

Negative Covenants

为确保深圳可购百履行其与外资企业所签服务协议和/或其他协议项下的义务，股东和深圳可购百连带作出同意并承诺，未获外资企业的书面同意，深圳可购百不得进行、股东亦应促使深圳可购百不得进行，任何会对其资产、义务、权利或经营产生重大影响的交易，包括但不限于：

To ensure that Shenzhen Cogobuy perform its obligations under the Service Agreement and/or other agreements executed with the WFOE, the Shareholder and Shenzhen Cogobuy jointly and severally, agree and covenant that, without obtaining the WFOE's written consent, Shenzhen Cogobuy shall not, and the Shareholder shall cause Shenzhen Cogobuy not to, engage in any transaction which may materially affect its asset, obligation, right or operation, including but not limited to:

(a) 其各自正常业务范围未涵盖的活动，或从事与其过往经营不一致的业务活动；

any activities not within its normal business scope, or operating its business in a way that is inconsistent with its past practice;

(b) 合并、整合、兼并、收购、和主要业务及资产的重组以及以任何形式进行收购或投资；

merger, reorganization, acquisition or restructuring of its principal business or assets, or acquisition or investment in any other form;

(c) 向第三方提供、向第三方借入任何贷款、信贷或承担任何债务，正常经营过程中发生的除外；

offering any loan to any third party, incurring any debt from any third party, or assuming any debt other than in the ordinary course of business;

(d) 雇佣、变更或辞退任何董事或高管人员；

engaging, changing or dismissing any director or any senior management officer;

- (e) 向第三方出售、或从第三方获得、抵押/质押、许可第三方使用或以其他方式处置任何有形或无形资产，正常经营过程中发生的除外；

selling to or acquiring from any third party, mortgaging/pledging, licensing or disposing of in other ways any tangible or intangible assets, other than in the ordinary course of business;

- (f) 发生、继承、担保或承受任何债务(但不包括在正常业务过程中发生的债务)或使用其资产向第三方提供担保或以其他方式提供保证，或在其资产上设置任何权利负担；

incurring, inheriting, assuming or guaranteeing any debt that are not incurred during the ordinary course of business, using its assets to provide security or other forms of guarantees to any third party, or setting up any other encumbrances over its assets;

- (g) 对其章程和内部细则进行补充、变更或修改，增减其注册资本或通过其他方式变更其注册资本结构；

making any supplement, amendment or alternation to its articles of association and bylaws, increasing or decreasing its registered capital or changing the structure of its registered capital in other manners;

- (h) 以任何方式进行股息、股份权益或举办人权益的分配，但在外资企业书面要求时，深圳可购百应立即向股东分配全部或部分可分配利润，然后再由股东立即并无条件地将上述分配支付或转移至外资企业；

making distribution of dividend or share interest or sponsorship interest in whatever ways, provided that upon the WFOE's written request, Shenzhen Cogobuy shall immediately distribute part or all distributable profits to its shareholder who shall in turn immediately and unconditionally pay or transfer to the WFOE any such distribution;

- (i) 签署任何重大合同（就本段而言，重大合同的标准由外资企业自行判断）；

executing any material contract (for purpose of this subsection, the WFOE may define a material contract at its sole discretion);

- (j) 通过任何方式出售、转让、抵押或处置其业务或收入中的法定或受益权益，或允许设置任何相关的担保权益；

Selling, transferring, mortgaging or disposing of in any manner any legal or beneficial interest in its business or revenues, or allowing the encumbrance thereon of any security interest;

- (k) 解散、清算和分配剩余财产；或

dissolution, conducting liquidation and distributing the residual assets; or

- (l) 促使其任何分支机构或子公司发生上述行为。

Causing any of its branches or subsidiaries to engage in any of the foregoing.

2. 业务经营和人员安排

Business Operation and Personnel Arrangement

- 2.1 深圳可购百同意并向外资企业承诺，深圳可购百和股东将促使深圳可购百 (i) 接受外资企业就深圳可购百的人员安排和调任、日常运营、股息分配和财务管理系统所提出的建议，且深圳可购百将相应地严格遵守和履行； (ii) 谨慎、有效地经营深圳可购百公司业务和处理公司事务，按照良好的财务和商业标准及实务维持深圳可购百的存续； (iii) 在经营深圳可购百全部业务的正常运营过程中，一直保持深圳可购百的资产价值，不得采取可能对深圳可购百业务状况和资产价值产生不利影响的任何行为/不作为； (iv) 在外资企业提出要求时提供有关深圳可购百业务经营和财务状况的相关资料； (v) 如外资企业要求，为深圳可购百的资产和业务从符合外资企业要求的保险公司处购买并持有保险，保险金额和险种应符合同类公司购买的金额和种类； (vi) 如发生或可能发生与深圳可购百的资产、业务或收入相关的任何诉讼、仲裁或行政程序，立即通知外资企业；及 (vii) 为保持深圳可购百对其全部资产的所有权，应签署全部必要或适当的文件，采取全部必要或适当的行为，提交全部必要或适当的控告，或针对全部索赔提出必要和适当的抗辩。

Shenzhen Cogobuy agrees and covenants to the WFOE that Shenzhen Cogobuy shall, and the Shareholder shall cause Shenzhen Cogobuy to, i) accept suggestions raised by the WFOE over the employee engagement and replacement, daily operation, dividend distribution and financial management systems of Shenzhen Cogobuy, and Shenzhen Cogobuy shall strictly abide by and perform accordingly; ii) maintain Shenzhen Cogobuy's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs; iii) operate all of Shenzhen Cogobuy's businesses during the ordinary course of business to maintain the asset value of Shenzhen Cogobuy and refrain from any action/omission that may adversely affect Shenzhen Cogobuy's operating status and asset value; iv) provide the WFOE with information on Shenzhen Cogobuy's business operations and financial condition at WFOE's request; v) if requested by the WFOE, procure and maintain insurance in respect of Shenzhen Cogobuy's assets and business from an insurance carrier acceptable to the WFOE, at an amount and type of coverage typical for companies that operate similar businesses; vi) immediately notify the WFOE of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Shenzhen Cogobuy's assets, business or revenue; and vii) execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims so as to maintain the ownership by Shenzhen Cogobuy of all of its assets.

- 2.2 深圳可购百的董事、总经理、首席财务官和其他高级管理人员的选任应当满足外资公司提出的资格要求，并须经外资公司明确同意。

The election and appointment of directors, general manager, chief financial officer and other senior management members of Shenzhen Cogobuy shall be subject to satisfaction of the qualification requirements put forward by the WFOE and shall require the explicit consent of the WFOE.

- 2.3 若外资企业同意任命的上述董事或高管人员辞职，或外资企业提出关于人员调任或辞退方面的建议，股东、深圳可购百应根据外资企业的建议调任或辞退相关人员并应指派符合外资企业要求的其他人选继任该职位。

If any of the above directors or senior management members as approved by the WFOE resigns from the relevant position, or if the WFOE raises any suggestions over the replacement or dismissal of any of said persons, the Shareholder or Shenzhen Cogobuy, as the

case may be, shall replace or dismiss such person upon the WFOE's suggestions, and shall appoint any other person who satisfies the WFOE's requirements to hold such position.

3. 其他安排

Other Arrangements

鉴于(i)外资企业及其关联方已通过服务协议与深圳可购百建立了业务关系,且(ii)深圳可购百进行的日常业务活动,将对深圳可购百向外资企业或其关联方支付服务费用的能力产生重大影响,股东同意,除非外资企业要求:

Given (i) that the business relationship between the WFOE (together with its affiliates) and Shenzhen Cogobuy has been established through the Service Agreement and (ii) that the daily business activities of Shenzhen Cogobuy will have a material impact on Shenzhen Cogobuy's ability to pay the payables to the WFOE or its affiliates, the Shareholder agrees that, unless required by the WFOE:

- (a) 不得通过任何股东决定、或以其他方式要求深圳可购百向股东分配任何利润、资金、资产或财物;及

She shall not make any shareholder's decision to, or otherwise request Shenzhen Cogobuy to, distribute any profits, funds, assets or property to the Shareholder; and

- (b) 不得通过任何股东决定、或以其他方式要求深圳可购百就股东所持的股份分派任何股息或进行其他方式的分配;但若深圳可购百向股东进行股息分配或以其他方式进行分配,股东应于分配发生时立即且无条件向外资企业支付或转让其作为深圳可购百的股东从深圳可购百获得的任何股息或其他分配。

She shall not make any shareholder's decision to, or otherwise request Shenzhen Cogobuy to, issue any dividends or other distributions with respect to the shares of Shenzhen Cogobuy held by the Shareholder; provided, however, if any dividends or other distributions are distributed to the Shareholder by Shenzhen Cogobuy, the Shareholder shall immediately and unconditionally pay or transfer to the WFOE any and all dividends or other distributions in whatsoever form obtained from Shenzhen Cogobuy as shareholder of Shenzhen Cogobuy at the time such distributions arise.

4. 转让

Assignments

未获外资企业的事先书面同意,股东和深圳可购百不得向任何第三方转让其各自在本协议项下的权利和义务。股东和深圳可购百在此共同同意,外资企业可以其完全自主判断自行转让其在本协议下的权利和义务,且仅需向深圳可购百和股东发出书面通知。

The Shareholder and Shenzhen Cogobuy shall not assign their respective rights and obligations under this Agreement to any third party without the prior written consent of the WFOE. The Shareholder and Shenzhen Cogobuy hereby jointly agree that the WFOE may assign its rights and obligations under this Agreement as the WFOE may decide at its sole discretion and such transfer shall only be subject to a written notice sent to Shenzhen Cogobuy and the Shareholder.

本协议规定的权利和义务对各方的受让人、继承人、配偶、监护人、债权人或者任何其他有权对深圳可购百之股份主张权利或者利益的其他人具有法定约束力,且无论该

等权利和义务的转让是由接管、重组、继承、转让、死亡、丧失行为能力、破产、离婚或其他原因导致。

Rights and obligations under this Agreement shall be legally binding upon any assignees, successors, spouse, guardians and creditors of the Parties hereof or any other person that may be entitled to assume rights and interests in the shares of Shenzhen Cogobuy, no matter such assignment of obligations and rights is caused by takeover, restructuring, succession, assignment, death, incapacity, bankruptcy, divorce or any other reason.

5. 完整协议和协议修改

Entire Agreement and Amendment to Agreement

- 5.1 本协议及本协议中明确提及或包含的全部约定和/或文件构成关于本协议标的事项的完整协议，并取代各方此前就本协议标的事项达成的所有口头约定、合同、谅解和交流。

This Agreement and all agreements and/or documents mentioned or included explicitly by this Agreement constitute the complete agreement with respect to the subject matter of this Agreement and shall supersede any and all prior oral agreements, contracts, understandings and communications made by the Parties with respect to the subject matter of this Agreement.

- 5.2 对本协议的任何修改应以书面方式作出，并仅在本协议各方签字后方生效。由各方正式签署的修改协议或补充协议构成本协议的组成部分，与本协议具有同等法律效力。

Any modification of this Agreement shall be made in a written form and shall only become effective upon execution by all Parties of this Agreement. Modifications and supplements to this Agreement duly executed by the Parties shall be parts of this Agreement and shall have the same legal effect as this Agreement.

6. 管辖法律

Governing Law

本协议受中国法律管辖且据其进行解释。

This Agreement shall be construed in accordance with and governed by the laws of China.

7. 争议解决

Dispute Resolution

因本协议产生或与本协议相关的任何争议或主张应由各方通过友好协商的方式解决。如果各方未能解决争议，应将争议提交到深圳国际仲裁院，由深圳国际仲裁院按照申请仲裁时该仲裁院有效的仲裁规则仲裁解决。仲裁地为深圳。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对深圳可购百之股份或土地资产的救济措施和针对深圳可购百的清算令。仲裁裁决具终局性且对各方都有约束力。

Any dispute or claim arising out of or in connection with or relating to this Agreement shall be resolved by the Parties in good faith through negotiations. In case no resolution can be reached by the Parties, such dispute shall be submitted to the Shenzhen Court of International Arbitration for arbitration in accordance with its rules of arbitration in effect at the time of

applying for such arbitration and the place of arbitration shall be in Shenzhen. The arbitral tribunal or the arbitrators shall have the authority to award any remedy or relief in accordance with the terms of this Agreement and applicable PRC laws, including provisional and permanent injunctive relief (such as injunctive relief with respect to the conduct of business or to compel the transfer of assets), specific performance of any obligation created hereunder, remedies over the shares or land assets of Shenzhen Cogobuy and winding up orders against Shenzhen Cogobuy. The arbitral award shall be final and binding upon all Parties.

在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和深圳可购百主要资产所在地的法院均应被视为具有管辖权。

To the extent permitted under applicable PRC laws, each of the Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction in support of the arbitration when formation of the arbitral tribunal is pending or under appropriate circumstances. For this purpose, the Parties agree that, to the extent not against applicable laws, the courts of Hong Kong, the courts of the Cayman Islands, the courts of PRC and the courts of the places where the principal assets of Shenzhen Cogobuy are located, shall all be deemed to have jurisdiction.

8. 损害和赔偿

Indemnities and Remedies

- 8.1 如一方违反本协议，则该方应就违反本协议而给任何其他方造成的损失、损害、责任、被索赔损失等（“**损失**”）依照该等其他方的要求立即予以赔偿，但如果任何其他方遭受的损失系由于该其他方或该其他方的董事、管理人员、雇员或者代理自身的故意行为不当、违反法律、违约行为、重大过失等原因造成的，则违约方无需对该其他方予以赔偿。

Any Party shall forthwith on demand indemnify any other Parties against any claim, loss, liability or damage (“**Loss**”) incurred as a consequence of any breach by such Party of this Agreement provided that no Party shall be liable to indemnify any other Party for any Loss to the extent that such Loss arises from the willful misconduct, breach of applicable law, regulation or contractual obligation or from the material negligence of such other Party or its directors, officers, employees, or agents.

- 8.2 各方同意本协议终止或失效时，本条仍然有效。

The Parties agree that this section shall survive the termination or expiration of this Agreement.

9. 生效日和期限

Effective Date and Term

- 9.1 本协议于文首所载之日签署。本协议效力追溯至 2013 年 2 月 1 日。股东与 Total Dynamic Limited 于 2013 年 2 月 1 日签署了有关股东为后者代持深圳可购百股权的代持协议（“**代持协议**”）。虽然代持协议未能恰当体现各方在本协议及其他相关协议下的约定，但是自代持协议签字之日起各方事实上已根据本协议的原则展开合作，各方特此追认 2013 年 2 月 1 日至本协议签署日期间各方之间的合作行为受本协议约束。

This Agreement shall be signed as of the date first set forth above. This Agreement shall have retrospective effect from February 1, 2013. On February 1, 2013, the Shareholder and Total Dynamic Limited entered into a deed (“**Deed**”) in connection with Shareholder’s holding the shares of Shenzhen Cogobuy for the benefit of the latter. Though the Deed has not properly reflected the provisions of this Agreement and the related agreements between the Parties, from the date when the Deed was entered, the Parties have actually commenced cooperation in line with the principles set out in this Agreement. The Parties hereby ratify that the cooperation between the Parties during the period from February 1, 2013 to the signing date of this Agreement was bound by this Agreement.

9.2 本协议在深圳可购百存续期间持续有效，除非根据第 10 条规定终止。

This Agreement shall remain effective as long as Shenzhen Cogobuy exists unless terminated as provided in Section 10.

10. 终止

Termination

10.1 股东和深圳可购百均不得终止本协议。本协议在以下任何情况下终止，1) 外资企业可随时于提前三十(30)天的书面通知深圳可购百和股东后终止本协议；2) 根据《独家购股权协议》，股东持有的深圳可购百之股份已全部转让给外资企业和/或外资企业指定的第三方。

Neither of the Shareholder and Shenzhen Cogobuy shall have the right to terminate this Agreement. This Agreement shall be terminated i) by the WFOE at any time with thirty (30) days advance written notice to Shenzhen Cogobuy and the Shareholder; or ii) upon the transfer of all the shares held by the Shareholder to the WFOE and/or a third party designated by the WFOE pursuant to the Exclusive Option Agreement.

11. 通知

Notices

11.1 任何一方按本协议规定发出的通知或其他通信应以英文或中文书写，并可以专人递送、挂号邮寄、邮资预付邮寄、或受承认的专递服务或发送传真的形式发送到有关各方不时指定的收件地址。通知被视为实际送达的日期，应按如下方式确定：(a) 专人递送的通知，专人递送当日即视为已实际送达；(b) 用信函发出的通知，则在邮资付讫的航空挂号信寄出日（依邮戳为准）后的第十（10）天，即视为已实际送达，或在送交国际认可的专递服务公司后的第四（4）天，即视为已实际送达；以及(c) 用传真发送的通知，在有关文件的传送确认单上所显示的接收时间，即视为已实际送达。

Notices or other communications required to be given by any party pursuant to this Agreement shall be written in English and Chinese and delivered personally or sent by registered mail or postage prepaid mail or by a recognized courier service or by facsimile transmission to the address of each relevant party as specified by such party from time to time. The date when a notice is deemed to be duly served shall be determined as follows: (a) a notice delivered personally is deemed duly served upon delivery; (b) a notice sent by mail is deemed duly served on the tenth (10th) day after the date when the postage prepaid registered airmail is posted (as evidenced by the postmark), or on the fourth (4th) day after the date when the notice is delivered to an internationally-recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon receipt as evidenced by the time shown in the transmission confirmation for the relevant documents.

12. 可分割性

Severability

如果本协议项下的任何条款因与有关法律不一致而无效或不可执行，则该条款仅在有关法律的管辖范围之内被视为无效或不可执行，并且本协议其他条款的有效性，合法性和可强制执行性不受其影响。

If any provision of this Agreement is judged to be invalid or unenforceable because it is inconsistent with applicable laws, such invalidity or unenforceability shall be only with respect to such laws, and the validity, legality and enforceability of the other provisions hereof shall not be affected.

13. 文本

Counterparts

本协议由协议各方签署三份正本，外资企业、股东和深圳可购百各执一份，所有正本具有同等法律效力。本协议可以一份或多份副本形式签署。

This Agreement shall be executed in three originals by all Parties, with each of the WFOE, the Shareholder, and Shenzhen Cogobuy holding one original. All originals shall have the same legal effect. The Agreement may be executed in one or more counterparts.

14. 语言

Languages

本协议英文和中文文本具有同等法律效力。若英文和中文文本有不一致，以中文为准。

Both English and Chinese language versions of this Agreement shall have equal validity. In case of any discrepancy between the English version and the Chinese version, the Chinese version shall prevail.

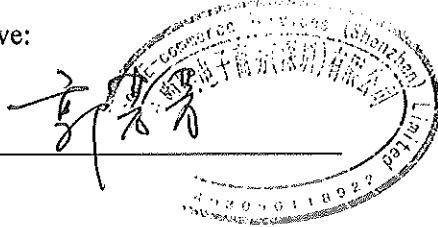
[后附签字页 *Signature Pages Follow*]

有鉴于此，各方于文首所述日期正式签署本协议。

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date appearing at the head hereof.

库购网电子商务（深圳）有限公司
Cogobuy.com E-Commerce Services (Shenzhen) Limited
授权代表：
Authorized Representative:

签字/Signature: _____
盖章：（公章）
Seal: (Seal)



深圳市可购百信息技术有限公司
Shenzhen Cogobuy Information Technologies Limited
授权代表
Authorized Representative:

签字/Signature: _____
盖章：（公章）
Seal: (Seal)



姚怡
Yi Yao

签字/Signature: _____

A handwritten signature in black ink is written over a horizontal line.