

独家购股权协议

EXCLUSIVE OPTION AGREEMENT

本独家购股权协议（“本协议”）于2014年3月13日由以下各方在深圳订立：

This Exclusive Option Agreement (this “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 WFOE, Shenzhen Cogobuy and the Shareholder, a “Party”, and collectively the “Parties”).

序言

RECITALS

- (A) 鉴于，股东持有深圳可购百 100% 的股份；

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

- (B) 鉴于，外资企业和深圳可购百于 2013 年 3 月 13 日订立了一份独家服务总协议；

WHEREAS, the WFOE and Shenzhen Cogobuy entered into a master exclusive service agreement dated on March 13, 2014;

- (C) 鉴于，外资企业、深圳可购百以及股东于 2014 年 3 月 13 日订立了一份业务合作协议（“业务合作协议”）；

WHEREAS, the WFOE, Shenzhen Cogobuy and the Shareholder entered into a business cooperation agreement dated March 13, 2014 (the “Business Cooperation Agreement”);

- (D) 鉴于，外资企业、深圳可购百及股东于 2014 年 3 月 13 日订立了一份股份质押协议（“股份质押协议”）；

WHEREAS, the WFOE, Shenzhen Cogobuy and the Shareholder entered into a share pledge agreement on March 13, 2014 (the "**Share Pledge Agreement**");

- (E) **鉴于**，作为外资企业及其关联方为深圳可购百的业务经营持续提供服务的对价，外资企业要求股东通过本协议向外资企业授予购买股东持有的深圳可购百全部或部分股份的独家权利，由外资企业或外资企业指定方行使，且股东同意授予外资企业独家购买深圳可购百全部或部分股份的权利。

WHEREAS, as the consideration for the WFOE and its affiliates to continuously provide Shenzhen Cogobuy with services necessary for their business operation, the WFOE has requested the Shareholder to grant the WFOE an exclusive option through this Agreement which can be exercised by the WFOE or the WFOE's designee, and the Shareholder has agreed to grant such exclusive option to purchase all or part of the shares held by the Shareholder in Shenzhen Cogobuy.

- (F) **有鉴于此**，基于本协议包含的前提、陈述、保证、承诺和约定，本协议各方愿意受其法律约束并约定如下：

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. 标的股份

Target Shares

- 1.1 在下述情况下，外资企业有权要求股东向外资企业或外资企业指定的第三方（“**被指定方**”）全部或部分（以外资企业的具体要求为准）转让股东持有的深圳可购百的股份（“**标的股份**”），且股东应按照外资企业的要求向外资企业和/或被指定方转让标的股份（“**股份转让选择权**”），除外资企业和/或被指定方外，任何其他第三方均不得享有股份转让选择权。

The WFOE shall have the right to require the Shareholder to transfer any and all of the shares of Shenzhen Cogobuy that the Shareholder holds (the “**Target Shares**”) to the WFOE and/or a third party designated by the WFOE (the “**Designee**”), in whole or in part, subject to the WFOE’s specific requirements (“**Share Transfer Option**”), and the Shareholder shall transfer the Target Shares to the WFOE and/or its Designee(s), who shall have exclusive rights over the Share Transfer Option, in accordance with the WFOE’s requirements under the following circumstances:

- 1.1.1 中国法律和行政法规允许外资企业和/或其被指定方合法拥有全部或部分标的股份；或

Where the WFOE and/or its Designee can legally own all or part of the Target Shares under the laws and administrative regulations of China; or

LD43-3 (18)(b)

- 1.1.2 外资企业以其完全自主判断认为适宜或必要的任何其他情形。

Any other circumstances deemed as appropriate or necessary by the WFOE in its sole discretion.

- 1.2 外资企业有权随时行使其全部或部分购买权，取得全部或部分标的股份，且行权次数不限。

The WFOE shall have the right to exercise its purchase right in whole or in part and to acquire the Target Shares in whole or in part without any limit at any time and from time to time.

- 1.3 外资企业有权指定任何第三方取得全部或部分标的股份，股东不得拒绝，并应按照外资企业的要求向该等被指定方转让全部或部分标的股份。

The WFOE may designate any third party to acquire the Target Shares in whole or in part and the Shareholder shall not refuse and shall transfer the Target Shares in whole or in part to such Designee as requested by the WFOE.

- 1.4 按本协议向外资企业或其被指定方转让标的股份以前，未经外资企业事先书面同意，股东不得向任何第三方转让标的股份。

Prior to the transfer of the Target Shares to the WFOE or its Designee(s) according to this Agreement, the Shareholder shall not transfer the Target Shares to any third party without the WFOE's prior written consent.

2. 程序

Procedures

- 2.1 在签署本协议时，股东应按照本协议附件一规定的格式签署《股份转让协议》，并将该文件交付给外资企业。

Concurrent with the execution of this Agreement, the Shareholder shall execute and deliver to the WFOE the Share Transfer Agreement in the format set forth in Schedule 1 attached hereto.

- 2.2 若外资企业根据上述第 1.1 条规定决定行使股份转让选择权，应向深圳可购百和股东发出书面通知，其中说明拟受让标的股份的比例和受让方的身份（“**股份购买通知**”）。深圳可购百和股东应在股份购买通知之日起的七日内，为办理上述股份转让的登记过户提供必要的全部资料 and 文件。

If the WFOE decides to exercise the Share Transfer Option pursuant to Section 1.1 hereinabove, it shall send written notice to Shenzhen Cogobuy and the Shareholder which specifies the proportion of the Target Shares to be acquired and identifies the transferee (the “**Share Purchase Notice**”). Shenzhen Cogobuy and the Shareholder shall furnish all materials and documents necessary for the registration of said share transfer within seven days after the date of Share Purchase Notice.

- 2.3 在行使股份转让选择权时，若不止一位股东持有深圳可购百的股份，则本协议项下的股东和深圳可购百应促使深圳可购百的其他股东做出书面说明，同意向外资企业和/或被指定方转让标的股份，并放弃与之相关的任何优先购买权；

If at the time of exercising the Share Transfer Option, more than one shareholder hold shares in Shenzhen Cogobuy, the Shareholder and Shenzhen Cogobuy shall cause such other

shareholders to provide their written consent to the transfer of the Target Shares to the WFOE and/or the Designee(s) and to waive any preemptive right related thereto;

- 2.4 深圳可购百和股东应就按本协议和股份购买通知进行的各次标的股份转让，促使股东和外资企业和/或各被指定方（依实际情况而定）之间签署一份股份转让协议；

Shenzhen Cogobuy and the Shareholder shall cause a Share Transfer Agreement to be duly executed with respect to each transfer to the WFOE and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Share Purchase Notice regarding the Target Shares;

- 2.5 有关各方应签署全部必要的合同、协议或文件，取得全部必要的政府证照和批文，并采取全部必要的行动，从而向外资企业和/或被指定方转让标的股份的所有权（不受任何担保权益的限制），并促使外资企业和/或被指定方成为标的股份的登记所有人。就本条和本协议而言，“担保权益”包括担保、抵押、第三方权利或权益、股票期权、购买权、优先受让权、抵消权、所有权留置或其他担保安排，但不包括本协议和股份质押协议设立的任何担保权益。

The relevant Parties shall execute all necessary contracts, agreements or documents, obtain all necessary government licenses and permits and take all necessary actions to transfer valid ownership of the Target Shares to the WFOE and/or the Designee(s), unencumbered by any security interests, and cause the WFOE and/or the Designee(s) to become the registered owner(s) of the Target Shares. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and the Share Pledge Agreement.

3. 转让价款

Transfer Price

- 3.1 标的股份的全部转让价款为前述股份转让时中国法律和行政法规允许的最低价格（“**转让价格**”）。如果标的股份分批转让，则应按照转让标的股份的比例确定相应的转让价款金额。股东因转让标的股份而获得的全部转让价款以及任何其他相关收益应在取得后立即无偿赠送给外资企业或外资企业指定的实体。

The total transfer price for the Target Shares shall be the lowest price allowable under PRC laws and administrative regulations at the time of said transfer (“**Transfer Price**”). If the Target Shares are transferred in installments, the due transfer price for each installment shall be determined in accordance with the proportion of Target Shares under said transfer. The Shareholder shall transfer the Transfer Price and affiliated benefits to the WFOE or the entity designated by the WFOE at nil consideration immediately after receiving the Transfer Price and affiliated benefits for the transfer of Target Shares.

LD43-3 (18)(b)

- 3.2 转让标的股份产生的全部税费、费用和杂费应由各方按照中国法律各自承担。

All the taxes, fees and expenses arising from the transfer of the Target Shares shall be borne by each Party respectively in accordance with the Laws of China.

4. 承诺

Covenants

4.1 深圳可购百和股东的承诺

Covenants of Shenzhen Cogobuy and the Shareholder

股东（作为深圳可购百的股东）和深圳可购百特此承诺如下：

The Shareholder (as the shareholder of Shenzhen Cogobuy) and Shenzhen Cogobuy hereby covenant as follows:

- 4.1.1 未经外资企业事先书面同意，其不会通过任何形式补充、变更或修改深圳可购百的公司章程和内部细则，不会增减深圳可购百的注册资本，也不会通过其他方式变更深圳可购百的注册资本结构；

Without the prior written consent of the WFOE, they shall not in any manner supplement, change or amend the articles of association and bylaws of Shenzhen Cogobuy, increase or decrease its registered capital, or change the structure of its registered capital in other manners;

- 4.1.2 其应谨慎、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；

They shall 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;

- 4.1.3 未经外资企业事先书面同意，其不会在本协议签署后通过任何方式出售、转让、抵押或处置深圳可购百的任何资产（除在日常经营过程中产生的资产处置）或深圳可购百业务或收入中的法定或受益权益，也不会允许设置任何相关的担保权益；

Without the prior written consent of the WFOE, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Shenzhen Cogobuy (except in the ordinary course of business), or legal or beneficial interest in the business or revenues of Shenzhen Cogobuy, or allow the encumbrance thereon of any security interest;

- 4.1.4 未经外资企业事先书面同意，其不会发生、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；

Without the prior written consent of the WFOE, they shall not incur, inherit, guarantee or assume any debt, except for debts incurred in the ordinary course of business;

- 4.1.5 其应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；

They shall always 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;

- 4.1.6 未经外资企业事先书面同意，其不会促使深圳可购百签署任何重大合同，但在正常业务过程中签署的除外（就本段而言，重大合同的标准由外资企业自行判断）；

Without the prior written consent of the WFOE, they shall not cause Shenzhen Cogobuy to execute any material contract, except the contracts executed in the ordinary course of business (for purpose of this subsection, the WFOE may define a material contract at its sole discretion);

- 4.1.7 未经外资企业事先书面同意，其不会促使深圳可购百向任何人提供任何贷款或信贷，但正常业务过程中提供的除外；

Without the prior written consent of the WFOE, they shall not cause Shenzhen Cogobuy to provide any person with any loan or credit other than in the course of ordinary business;

- 4.1.8 其应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；

They shall provide the WFOE with information on Shenzhen Cogobuy's business operations and financial condition at WFOE's request;

- 4.1.9 如外资企业要求，其应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；

If requested by the WFOE, they shall 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;

- 4.1.10 未经外资企业事先书面同意，其不会促使或允许深圳可购百与任何人进行合并或整合或向任何人进行收购或投资；

Without the prior written consent of the WFOE, they shall not cause or permit Shenzhen Cogobuy to merge, consolidate with, acquire or invest in any person;

- 4.1.11 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，其应立即通知外资企业；

They shall 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;

- 4.1.12 为保持深圳可购百对其全部资产的所有权，其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；

To maintain the ownership by Shenzhen Cogobuy of all of its assets, they shall 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;

- 4.1.13 未经外资企业事先书面同意，其应确保深圳可购百不会通过任何方式向股东分配股息，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；

Without the prior written consent of the WFOE, they shall ensure that Shenzhen Cogobuy shall not in any manner distribute dividends to its shareholder, 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;

- 4.1.14 深圳可购百的董事和/或执行董事的安排和调任应根据业务合作协议第 2 条的规定执行；

The engagement and replacement of directors and/or executive director of Shenzhen Cogobuy shall be carried out in accordance with Section 2 of the Business Cooperation Agreement;

- 4.1.15 除非中国法律强制要求，未经外资企业事先书面同意，深圳可购百不得解散或清算。

Unless otherwise mandatorily required by PRC laws, Shenzhen Cogobuy shall not be dissolved or liquidated without the prior written consent by the WFOE.

4.2 有关深圳可购百之股份的承诺

Covenants regarding Shares in Shenzhen Cogobuy

股东特此承诺如下：

The Shareholder hereby covenants as follows:

- 4.2.1 未经外资企业事先书面同意，股东不会通过任何方式出售、转让、抵押或处置标的股份的任何法定或受益权益，也不会允许在其上设置任何其他担保权益，但按照股份质押协议对标的股份进行的质押除外；

Without the prior written consent of the WFOE, the Shareholder shall not sell, transfer, mortgage or dispose of in any manner any legal or beneficial interest in the Target Shares or allow the encumbrance thereon of any security interest, except for the pledge placed on the Target Shares in accordance with the Share Pledge Agreement;

- 4.2.2 股东应促使深圳可购百的董事会和/或执行董事在未经外资企业事先书面同意情况下，对以任何方式出售、转让、抵押或处置标的股份的任何法定或受益权益不予批准，也不允许在其上设置任何其他担保权益，但按照股份质押协议对标的股份进行的质押除外；

The Shareholder shall cause the board of directors and/or the executive director of Shenzhen Cogobuy not to approve the sale, transfer, mortgage or disposition in any manner of any legal or beneficial interest in the Target Shares or allow the encumbrance thereon of any security interest, without the prior written consent of the

WFOE, except for the pledge placed on the Target Shares in accordance with the Share Pledge Agreement;

- 4.2.3 股东应，并应促使深圳可购百的董事会和/或执行董事，在未经外资企业事先书面同意情况下，对深圳可购百与任何人的合并或整合，或对任何人进行收购或投资不予批准；

The Shareholder shall not to, and shall cause the board of directors and/or the executive director of Shenzhen Cogobuy not to, approve the merger or consolidation with any person, or the acquisition of or investment in any person, without the prior written consent of the WFOE;

- 4.2.4 如发生或可能发生与标的股份相关的任何诉讼、仲裁或行政程序，股东应立即通知外资企业；

The Shareholder shall immediately notify the WFOE of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the Target Shares;

- 4.2.5 在外资企业随时要求时，股东应及时和无条件地促使标的股份的转让按本协议规定得到批准和完成；

At the request of the WFOE at any time, the Shareholder shall promptly and unconditionally cause the transfer of the Target Shares to be approved and consummated as set forth in this Agreement;

- 4.2.6 为保持股东对深圳可购百的所有权，股东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；

To the extent necessary to maintain the Shareholder's ownership in Shenzhen Cogobuy, the Shareholder shall 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;

- 4.2.7 如股东从深圳可购百获得任何利润、分红、股利、股息或清算所得，股东应在遵从中国法律的前提下将其及时赠予外资企业或外资企业指定的任何实体；和

The Shareholder shall promptly donate any profit, interest, dividend or proceeds of liquidation received from Shenzhen Cogobuy to the WFOE or any other entity designated by the WFOE to the extent permitted under applicable PRC laws; and

- 4.2.8 股东应严格遵守本协议以及股东、外资企业和深圳可购百之间共同或单独签署的其他合同规定，履行其中的义务，不得进行任何可能影响上述协议和合同的有效性和可执行性的作为/不作为。若股东在本协议、或股份质押协议、或对外资企业授权的委托协议及授权委托书项下的股份还留存有任何权利，股东不得行使该等权利，除非按照外资企业的书面指示行事。

The Shareholder shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among the Shareholder, the WFOE and Shenzhen Cogobuy, perform the obligations hereunder and thereunder, and

refrain from any action/omission that may affect the effectiveness and enforceability hereof and thereof. To the extent that the Shareholder has any remaining rights with respect to the shares subject to this Agreement hereunder or under the Share Pledge Agreement or under the proxy agreement and power of attorney granted in favor of the WFOE, the Shareholder shall not exercise such rights except in accordance with the written instructions of the WFOE.

5. 陈述和保证

Representations and Warranties

股东和深圳可购百特此连带地向外资企业陈述和保证，截至本协议签署日和各标的股份转让日：

The Shareholder and Shenzhen Cogobuy hereby represent and warrant to the WFOE, jointly and severally, as of the date of this Agreement and each date of transfer of the Target Shares, that:

- 5.1 其有权签署本协议和涉及标的股份转让的相关股份转让协议，且具有履行本协议和任何股份转让协议项下义务的能力；

The Shareholder and Shenzhen Cogobuy have the authority to execute and deliver this Agreement and any relevant Share Transfer Agreement(s) concerning the Target Shares to be transferred thereunder, and to perform their obligations under this Agreement and any Share Transfer Agreement(s);

- 5.2 签署和交付本协议或任何股份转让协议以及履行其项下的任何义务，不会：(i) 导致违反任何相关的中国法律；(ii) 与深圳可购百的公司章程、内部细则或其他组织文件抵触；(iii) 导致违反其订立或对其具有约束力的任何合同或文件，或构成该等合同或文件项下的违约；(iv) 导致违向其发放的任何证照或许可的任何发放条件和/或持续有效的条件；及(v) 导致向其发放的任何证照或许可被吊销、没收或附加额外条件；

The execution and delivery of this Agreement or any Share Transfer Agreement(s) and the performance of any obligations under this Agreement or any Share Transfer Agreement(s): (i) do not cause any violation of any applicable laws of China; (ii) are not inconsistent with the articles of association, bylaws or other organizational documents of Shenzhen Cogobuy; (iii) do not cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) do not cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to any of them; and (v) do not cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to any of them;

- 5.3 股东对标的股份拥有有效和可出售的所有权。除股份质押协议外，股东未对标的股份设置任何担保权益；

The Shareholder has good and merchantable title to the Target Shares. Except for the Share Pledge Agreement, the Shareholder has not placed any security interest on the Target Shares;

- 5.4 深圳可购百对其全部资产拥有有效和可出售的所有权，未对上述资产设置任何担保权益，但已向外资企业披露且已获得外资企业书面同意的担保权益除外；

Shenzhen Cogobuy has good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets, except for encumbrance disclosed to the WFOE for which WFOE's written consent has been obtained;

- 5.5 深圳可购百无任何尚未偿还的债务，但不包括 (i) 在正常业务过程中发生的债务；和 (ii) 已向外资企业披露且已获得外资企业书面同意的债务；及

Shenzhen Cogobuy does not have any outstanding debts, except for (i) debts incurred in the ordinary course of business; and (ii) debts disclosed to the WFOE for which WFOE's written consent has been obtained; and

- 5.6 深圳可购百已遵守有关资产收购的全部中国法律法规。

Shenzhen Cogobuy has complied with all laws and regulations of China applicable to asset acquisitions.

6. 税务和费用

Taxes and Fees

在编制和签署本协议和股份转让协议，以及完成本协议和股份转让协议拟定的交易过程中，各方应支付依据中国法律征收或发生的全部转让和登记税费、支出和费用。

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Share Transfer Agreement, as well as the consummation of the transactions contemplated under this Agreement and the Share Transfer Agreement.

7. 保密

Confidentiality

各方承认，各方就本协议交换的任何口头或书面信息均属于保密信息。每一方应对上述全部信息保密，在未取得其他方的书面同意前，不得向任何第三方披露任何相关信息，但下述情况除外：(a) 该信息已经或将被公众所知（但不是因为接受一方的公开披露导致的）；(b) 按照适用法律、法规或股票交易所的要求披露的；或 (c) 任何一方需要向其法律顾问或财务顾问披露的有关本协议项下拟定交易的信息，且该法律顾问或财务顾问受与本款规定相类似的保密义务的制约。如任何一方聘用的任何职员或代理机构披露保密信息，将被视为该方披露了该保密信息并因此承担违约责任。本款规定将在本协议因任何原因终止后持续有效。

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except under the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or regulations or rules of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, provided that such legal counsel or financial advisor is also bound by confidentiality duties similar to the duties set out in this section. Disclosure of any confidential information by the staff members or agency hired by

any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

8. 转让

Assignment

- 8.1 未经外资企业事先书面同意，深圳可购百和股东不得向任何第三方转让各自在本协议项下的任何权利或义务。

Shenzhen Cogobuy and the Shareholder shall not assign any of their respective rights or obligations under this Agreement to any third party without the prior written consent of the WFOE.

- 8.2 深圳可购百和股东特此同意，外资企业可以其完全自主判断自行转让其在本协议项下的权利和义务，且仅需向深圳可购百和股东发出转让本协议下权利义务的书面通知。

Shenzhen Cogobuy and the Shareholder hereby agree that the WFOE may assign its rights and obligations under this Agreement as the WFOE may decide at its sole discretion, and such assignment shall only be subject to a written notice sent to Shenzhen Cogobuy and the Shareholder.

9. 完整协议和协议修改

Entire Agreement and Amendment to Agreement

- 9.1 本协议及本协议中明确提及或包含的全部约定和/或文件构成有关本协议标的事项的完整约定，并取代此前各方就本协议标的事项达成的全部口头约定、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 substitute any and all prior oral agreements, contracts, understandings and communications made by the Parties with respect to the subject matter of this Agreement.

- 9.2 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署后生效。经各方正式签署的修改协议和补充协议构成本协议的组成部分，并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 Agreements duly executed by the Parties shall be parts of this Agreement and shall have the same legal effect as this Agreement.

- 9.3 标的股份转让时，若根据当时有效的中国法律和行政法规有必要修改本协议附件一《股份转让协议》的格式，各方应友好协商依照中国法律和行政法规修改上述格式。

In the event that at the time of the Target Shares transfer, it is necessary to modify the form of the "Share Transfer Agreement" set forth in Schedule 1 attached hereto pursuant to the then effective PRC laws and administrative regulations, the Parties shall make such modifications in good faith in compliance with PRC laws and administrative regulations.

- 9.4 附件是本协议的必要组成部分，与本协议的其他部分具有同等法律效力。

The Schedules are an integral part of this Agreement and have the same legal effects as the other parts of the Agreement.

10. 管辖法律

Governing Law

本协议依中国法律解释并受其管辖。

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

11. 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.

12. 生效日和期限

Effective Date and Term

- 12.1 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股东事实上已根据本协议的原则授予外资企业独家购股权，各方特此追认 2013 年 2 月 1 日至本协议签署日期间各方达成有关独家购股权的授予安排受本协议约束。

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 Shareholder has actually granted the exclusive option to WFOE in line with the principles set out in this Agreement. The Parties hereby ratify that the arrangement of exclusive option agreed upon by the Parties during the period from February 1, 2013 to the signing date of this Agreement was bound by this Agreement.

12.2 本协议在深圳可购百存续期间将持续有效，除非根据第 13 条终止。

This Agreement shall remain effective as long as Shenzhen Cogobuy exists unless terminated as provided in Section 13.

13. 终止

Termination

深圳可购百和股东均无权终止本协议。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；或 2) 根据本协议，股东持有的深圳可购百之股份已全部转让给外资企业和/或其被指定方。

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 its Designee(s) pursuant to this Agreement.

14. 损害和赔偿

Indemnities and Remedies

14.1 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.

14.2 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.

15. 通知

Notices

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语书写，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。通知被视为实际到达的日期，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.

16. 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.

17. 文本

Counterparts

本协议由协议各方签署三份原件，每方各执一份，所有原件具有同等法律效力。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 Party holding one original. All originals shall have the same legal effect. The Agreement may be executed in one or more counterparts.

18. 语言

Languages

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

Both Chinese and English 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

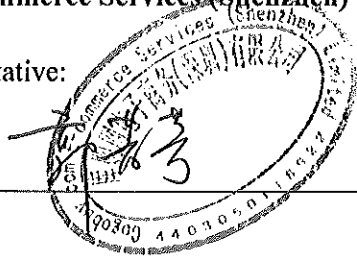
授权代表：

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: _____

附件一
Schedule 1

股份转让协议
Share Transfer Agreement

本股份转让协议（“本协议”）由以下双方在中国深圳订立：

This Share Transfer Agreement (this “Agreement”) is entered into in Shenzhen, China by:

转让方：

Transferor:

受让方：

Transferee:

双方现就股份转让约定如下：

NOW, the Parties agree as follows concerning the share transfer:

1. 转让方同意将所持有的深圳市可购百信息技术有限公司 %股份转让给受让方，受让方同意受让上述股份。

The Transferor agrees to transfer to the transferee % of shares of Shenzhen Cogobuy Information Technologies Limited held by the Transferor, and the Transferee agrees to accept said shares.

2. 股份转让完成后，转让方不再就转让股份享有相应股东权利或承担相关义务。受让方享有深圳市可购百信息技术有限公司股东的权利和承担股东的义务。

After the closing of such share transfer, the Transferor shall not have any rights or obligations as a shareholder with regard to the transferred shares, and the Transferee shall have such rights and obligations as a shareholder of Shenzhen Cogobuy Information Technologies Limited.

3. 本合同未尽事宜，可由双方签署补充协议。

Any matter not covered by this Agreement may be determined by the Parties by way of signing supplementary agreements.

4. 本协议自双方签署之日起生效。

This Agreement shall be effective from the signing day.

5. 本协议一式四份，双方各持一份，其他用于办理工商变更之用。

This Agreement is executed in four copies, with each party holding one copy. The other copies are made for the purpose of going through business registration of such change.

转让方/Transferor:

签字/Signature: _____

日期/Date:

受让方/Transferee:

签字/Signature: _____

日期/Date: