

## SHARE TRANSFER AGREEMENT

This Share Transfer Agreement (this “**Agreement**”) is dated as of 26 April, 2019, by and among the following parties:

1. The Blue Whale Tech Ltd., a limited liability company duly incorporated under the laws of the British Virgin Islands (“**Blue Whale**”),
2. AP China Unicorn Fund SPC, a limited liability company duly incorporated under the laws of the Cayman Islands (“**AP China**”, together with Blue Whale, “**Buyers**” and each a “**Buyer**”),
3. Forgame Holdings Limited, a limited liability company duly incorporated under the laws of the Cayman Islands (“**Forgame**” or “**Seller**”), and
4. Jlc Inc., a limited liability company duly incorporated under the laws of the Cayman Islands (the “**Company**”).

### WITNESSETH:

WHEREAS, as of the date hereof, the Group Companies (as hereinafter defined) conducts the Fintech business (the “**Business**”);

WHEREAS, as of the date hereof, Forgame is the registered owner of 54,544,421 shares of the Company. Buyers desire to purchase from Forgame and Forgame desires to sell to Buyers, all 54,544,421 shares Forgame owns of the Company (the “**Transaction**”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* In addition to the terms defined in the context herein, the following capitalized terms, as used herein, have the meanings attributed to them as follows:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “**control**” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “**controlling**” and “**controlled**” have correlative meanings. For the avoidance of doubt, the Company’s Affiliates shall include HK Subsidiary, the PRC Companies and their subsidiaries.

“**Applicable Law(s)**” means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

“**Applicable Purchase Price**” means, with respect to Blue Whale, the Blue Whale Purchase Price, and with respect to AP China, the AP China Purchase Price.

“**AIC Authorities**” means the State Administration of Industry and Commerce of the PRC or, with respect to the issuance of any business license or filing or registration to be effected by or with the State Administration of Industry and Commerce, any governmental authority which is similarly competent to issue such business license or accept such filing or registration under the laws of the PRC.

“**Assets**” means all assets owned, used or held for use by the Group Companies before the Closing in or otherwise related to the Business (including the Intellectual Property, IT Assets, Technologies, and other tangible and intangible assets owned or used by the Group Companies).

“**Business Day**” means a day, other than Saturday, Sunday or other day on which commercial banks in Hong Kong and the PRC are authorized or required by Applicable Law to close.

“**Closing**” has the meaning as defined in Section 2.03.

“**Closing Date**” means the date of the Closing.

“**Company**” means Jlc Inc., an exempted limited liability company duly incorporated under the laws of the Cayman Islands.

“**VIE Entities**” means, 金未来（广州）投资咨询有限公司, a company established under the Laws of the PRC, 北京金未来金融信息服务有限公司, a company established under the Laws of the PRC, 北京未来金资产管理有限公司, a company established under the Laws of the PRC, and 北京来金投资基金管理有限公司, a company established under the Laws of the PRC.

“**Governmental Authority**” means any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

**“Group Companies”** means the Company, HK Subsidiary, WFOE, VIE Entities, and the subsidiaries of any of the foregoing, and each of them is referred to as a **“Group Company”**.

**“Group Company Assets”** means the Assets owned, used or held for use by the Group Companies, including any and all cash or cash equivalent of the Group Companies.

**“HK\$”** or **“HK Dollars”** shall mean the lawful currency of Hong Kong.

**“HK Subsidiary”** means Jianlc (HK) Limited, a limited liability company duly incorporated under the laws of Hong Kong.

**“Hong Kong”** means Hong Kong Special Administrative Region.

**“Intellectual Property Rights”** means any and all intellectual property rights or similar proprietary rights throughout the world, including (i) inventions, whether or not patentable, reduced to practice or made the subject of one or more pending patent applications, (ii) national and multinational statutory invention registrations, patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof) registered or applied for in the PRC, the United States and all other nations throughout the world, all improvements to the inventions disclosed in each such registration, patent or patent application, (iii) trademarks, service marks, trade dress, logos, domain names, trade names and corporate names (whether or not registered) in the PRC, the United States and all other nations throughout the world, including all variations, derivations, combinations, registrations and applications for registration of the foregoing and all goodwill associated therewith, (iv) copyrights (whether or not registered) and registrations and applications for registration thereof in the PRC, the United States and all other nations throughout the world, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression, (v) Software, (vi) trade secrets and, whether or not confidential, business information (including pricing and cost information, business and marketing plans and customer and supplier lists) and know-how (including manufacturing and production processes and techniques and research and development information), (vii) industrial designs (whether or not registered), (viii) databases and data collections, (ix) domain names, (x) copies and tangible embodiments of any of the foregoing, in whatever form or medium, (xi) all rights to obtain and rights to apply for patents, and to register trademarks, copyrights and domain names, (xii) all rights in all of the foregoing provided by all Applicable Laws and (xiii) all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.

**“IT Assets”** means any and all computers, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment and systems, and all associated documentation, owned, used or held for use by the Group Companies.

“**Lien**” means, with respect to any property, asset or shares, any mortgage, deed of trust, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind in respect of such property, asset or shares. For the purposes of this Agreement, a Person shall be deemed to own subject to a Lien any property or asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.

“**Material Adverse Effect**” means a material adverse effect on (i) the condition (financial or otherwise), business, assets, results of operations or prospects of the Business, or (ii) the ability of any of the Group Companies or Buyers to consummate the transactions contemplated by the Transaction Documents.

“**Amended M&A**” means the Amended and Restated Memorandum of Association of the Company in the form attached hereto as Exhibit II.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

“**PRC**” means the People’s Republic of China, solely for purposes of this Agreement, excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“**PRC Companies**” means WFOE, VIE Entities, and each of them is referred to as a “**PRC Company**”.

“**Relevant Target Shares**” means, with respect to Blue Whale, the Blue Whale Target Shares, and with respect to AP China, the AP China Target Shares.

“**Shareholders Deed**” means the Shareholders Deed in the form attached hereto as Exhibit I.

“**Software**” means any and all computer software, including assemblers, applets, compilers, source code, object code, firmware, operating systems and specifications, binary libraries, data, development tools, design tools and user interfaces, in any form or format, however fixed, and all documentation related thereto.

“**Tax**” means any tax, duty, custom, fee, assessment charge, or other levy separately or jointly due or payable to, or levied or imposed by any Governmental Authority, including income, gross receipts, license, wages, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duty, capital, capital gains, capital stock, goods and services, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, transaction, registration, value added, alternative/add-on minimum, estimated or other tax, duty, charge, custom, governmental fee, assessment or other levy of any kind whatsoever, including any interest, penalty, fine or addition thereto, and any interest with respect to such addition or penalty, and (ii) any liability for the payment of

any amounts described in clause (i) for or to any other Person as a result of being a member of an Affiliated, consolidated, combined or unitary group, or as a transferee or successor, by contract, or otherwise, including as a result of an express or implied obligation to indemnify any other Person with respect to the payment of any amounts described in clause (i).

“**Technologies**” means the know-how, computer systems, platform, database, source code and Software.

“**Transaction Documents**” means, collectively, this Agreement, the Shareholders Deed, and the Amended M&A.

“**US\$**” or “**US Dollars**” shall mean the lawful currency of the United States of America.

“**WFOE**” means 新谷原信息技术（天津）有限公司, a wholly foreign-owned enterprise incorporated under the Laws of the PRC.

Section 1.02. *Other Definitional and Interpretative Provisions.* The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided* that with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law”, “laws” or to a particular statute or law shall be deemed also to include any and all Applicable Law.

ARTICLE 2  
TRANSACTION

Section 2.01 *Purchase and Sale.* Subject to the terms and conditions of this Agreement, on the Closing Date, (i) Seller will sell, assign and transfer to Blue Whale, and the Company will register Blue Whale as the owner of the shares of the Company in the register of members of the Company, and Blue Whale will purchase and acquire 34,544,421 shares owned by Seller (the “**Blue Whale Target Shares**”); and (ii) Seller will sell, assign and transfer to AP China, and the Company will register AP China as the owner of the shares of the Company in the register of members of the Company, and AP China will purchase and acquire 20,000,000 shares owned by Seller (the “**AP China Target Shares**”, together with the Blue Whale Target Shares, the “**Target Shares**”).

Section 2.02 *Purchase Price.* The aggregate purchase price for purchase and sale of the Blue Whale Target Shares shall be the US Dollar or HK Dollar equivalent of RMB 30,040,570 in cash (the “**Blue Whale Purchase Price**”) and the aggregate purchase price for purchase and sale of the AP China Target Shares shall be the US Dollar or HK Dollar equivalent of RMB 17,392,430 in cash (the “**AP China Purchase Price**”, together with the Blue Whale Purchase Price, the “**Purchase Price**”). Each Buyer shall pay 30% of its Applicable Purchase Price to Seller at the Closing Date and 70% of its Applicable Purchase Price to Seller within six (6) months of the Closing Date. The then effective USD/RMB or HKD/RMB exchange rate published by the Peoples’ Bank of China on April 22, 2019 shall apply in calculating the USD or HKD amount of the Purchase Price. Each Buyer shall make payment (i) by way of delivery of a cashier order drawn on a licensed bank in Hong Kong/PRC made payable to Seller or its subsidiaries; or (ii) by way of transfer to such bank account of Seller as set out below, such delivery of a cashier order or transfer to Seller’s designated account shall be deemed to have been duly settled and received by Seller only when Seller has received from its bank a notice confirming the receipt of relevant amount as set out on the cashier order or the transfer instruction.

BENEFICIARY:	FORGAME HOLDINGS LIMITED
A/C NO.(USD):	20529946
A/C NO.(HKD):	20111577
BANK NAME:	China Merchants Bank , Hong Kong Branch
SWIFT CODE:	CMBCHKHH

Section 2.03 *Closing.* The closing of the Transaction (the “**Closing**”) shall take place at the places as Seller and Buyers may agree, no later than ten (10) Business Days after satisfaction or, to the extent permissible, waiver by the party or parties entitled to the benefit of the conditions set forth in Article 8 (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permissible, waiver of those conditions at the Closing).

Section 2.04 *Closing Deliverables*. At the Closing, the Company shall deliver the following items to each Buyer, against the full payment by such Buyer of the Applicable Purchase Price:

- (a) a duly issued share certificate representing the Relevant Target Shares purchased by such Buyer pursuant to Section 2.01;
- (b) the executed version of the Shareholders Deed;
- (c) a certified true copy of the register of members as of the Closing Date showing that such Buyer is the holder of the Relevant Target Shares and a certified true copy of register of directors of the Company as of the Closing Date reflecting the Board re-composition as contemplated under the Shareholders Deed; and
- (d) a copy of an email from the Company's registered agent confirming the submission of filing the Amended M&A to relevant Governmental Authority in Cayman Island.

Section 2.05 *Effect of Transfer*. Notwithstanding anything in this Agreement to the contrary, all Parties hereby agree that the Relevant Target Share shall not be transferred by Seller until the Applicable Purchase Price is paid in full by the relevant Buyer. Any attempt to transfer such Target Shares in violation of this Section 2.05 shall be null and void and the Company shall not recognize any such transfer and/or update the register of members of the Company.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to each Buyer as of the date hereof and as of the Closing Date as follows:

Section 3.01 *Authorization*. The execution, delivery and performance of this Agreement by Seller, and the consummation of the transactions contemplated by this Agreement by Seller are within Seller's corporate powers and have been or will be duly authorized before Closing by all necessary corporate action on the part of Seller. This Agreement when executed and delivered by Seller in accordance with the terms thereof constitutes or will constitute, a valid and binding agreement of Seller enforceable against it in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity).

Section 3.02 *Noncontravention*. The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation, business license, governmental authorizations or licenses, or memorandum and articles of association of Seller, and (ii) violate any Applicable Law or court rulings.

Section 3.03 *Shareholding*. As of the date of this Agreement and immediately before the Closing, Seller is the legal and registered shareholder of the Company, and there is no Lien on any Target Share held by Seller in the Company.

Section 3.04 *No Required Consents*. Other than those consents or actions which will be obtained or completed prior to or on the Closing, no agreement, contract or other instrument to which Seller is a party or binding upon Seller requires any consent or other action by any Person (other than Seller) as a result of the execution, delivery and performance of this Agreement.

Section 3.05 *Governmental Authorization*. The execution, delivery and performance by Seller of this Agreement and except as provided in this Agreement, the consummation of the transactions contemplated hereby do not require any action by or in respect of, or filing with, any Governmental Authority.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYERS

Each Buyer hereby severally and not jointly represents and warrants to Seller as of the date hereof and as of the Closing Date that:

Section 4.01 *Corporate Existence and Power*. It is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

Section 4.02 *Corporate Authorization*. The execution, delivery and performance by such Buyer of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Buyer and have been duly authorized by all necessary corporate action on the part of such Buyer. This Agreement constitutes a valid and binding agreement of such Buyer.

Section 4.03 *Noncontravention*. The execution, delivery and performance by such Buyer of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation or memorandum and articles of association of such Buyer or (ii) violate any material Applicable Law.

Section 4.04 *Purchase for Own Account*. The Relevant Target Shares will be acquired for such Buyer's own account and not as a nominee or agent.

Section 4.05 *Funds*. It shall have fund on or prior to the Closing sufficient to perform its obligations under this Agreement, including paying its Applicable Purchase Price at Closing.

Section 4.06 *Governmental Authorization*. The execution, delivery and performance by such Buyer of this Agreement and the consummation of the transactions



contemplated hereby require no material action by or in respect of, or material filing with, any Governmental Authority.

Section 4.07 *Independent Third Party*. It is an independent third party independent of and not connected with Seller and its connected persons as defined in the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each of Seller and Buyers as of the date hereof and as of the Closing Date that:

Section 5.01 *Corporate Existence and Power*. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all corporate powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

Section 5.02 *Corporate Authorization*. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of the Company and have been duly authorized by all necessary corporate action on the part of the Company. This Agreement constitutes a valid and binding agreement of the Company.

Section 5.03 *Noncontravention*. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation or memorandum and articles of association of the Company or (ii) violate any material Applicable Law.

Section 5.04 *Governmental Authorization*. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby require no material action by or in respect of, or material filing with, any Governmental Authority.

## ARTICLE 6 COVENANTS OF CERTAIN PARTIES

Section 6.01 *Tax Matters*.

(a) Seller hereby covenants and agrees that it shall timely file any and all Tax reports, and shall properly and timely pay any and all Taxes imposed on the part of Seller arising from and in connection with the transactions contemplated under this Agreement, as required by any Applicable Law.

(b) Notwithstanding anything in this Agreement to the contrary, each Buyer and the Company shall cooperate with Seller as and to the extent reasonably requested by Seller in connection with the filing of any tax returns and in any threatened or actual proceeding with respect to Taxes, including the provision of the financial statements of the Company.

Section 6.02 *Notices of Certain Events.* From the date hereof until the Closing Date, Seller shall promptly notify each Buyer of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(c) any inaccuracy of any representation or warranty contained in this Agreement at any time during the term hereof.

Section 6.03 *Resignation of Directors, Managers and Legal Representatives appointed by Seller.* Seller shall procure the directors, managers (经理) and legal representatives of each Group Company nominated by Seller (the “**Seller Staff**”) to resign from their post within three (3) months of the Closing. The Company and Buyers shall cause the Group Companies to approve such resignation, replace the Seller Staff with Persons appointed by Buyers or other Shareholders of the Company and complete the registration with competent AIC Authority of such removal or replacement of the Seller Staff within one (1) month after their resignation.

Section 6.04 *Accounting Matters.* The Company shall, and each Buyer shall procure the Company to fully cooperate with Seller in connection with its preparation of annual report and/or other accounting reports to the extent that it is related to Seller’s shareholding in the Company prior to the Closing, including without limitation provide all information as reasonably requested by Seller and do all things necessary for the forgoing purpose.

## ARTICLE 7 COVENANTS OF ALL PARTIES

Unless otherwise waived in writing by other parties of this Agreement, each party of this Agreement agrees that:

Section 7.01 *Best Efforts; Further Assurances.* Subject to the terms and conditions of this Agreement, each party will use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under Applicable Laws to consummate the transactions contemplated by this Agreement. Each party agrees to, within its power and capacity, execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be

necessary in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

Section 7.02 *Certain Filings.* Each party shall cooperate with one another (i) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from any third party on the part of such party, in connection with the consummation of the transactions contemplated by this Agreement, and (ii) if such action, consent or filing is required on the part of such party, in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

Section 7.03. *Confidentiality.* The terms and conditions of this Agreement and all exhibits and schedules attached hereto and thereto, and all information related to the Group Company Assets, the Business and the Transaction (collectively, the “**Confidential Information**”), including their existence, shall be considered confidential information and shall not be disclosed by any party hereto to any third party except in accordance with the provisions set forth below; provided that such confidential information shall not include any information that is in the public domain other than caused by the breach of the confidentiality obligations hereunder.

Notwithstanding the foregoing, any party may disclose that portion of the Confidential Information that relates to the Transaction (a) to the extent required by applicable Laws or the rules of any stock exchange, or (b) to its employees, accountants, attorneys and investors to the extent necessary on a need to know basis or otherwise as required pursuant to contractual obligations of such party, in each case only where such persons or entities are under appropriate nondisclosure obligations.

Section 7.04 *Public Announcements.* Except for the press release or public statement the making of which is required by any Applicable Law, Governmental Authority or securities exchange, no other public announcements with respect to the Transaction shall be made by any party unless with the prior written consent of the other parties.

## ARTICLE 8 CONDITIONS TO CLOSING

Section 8.01 *Conditions to Obligations of Buyers and Seller.* The obligations of Buyers and Seller to consummate the Closing are subject to the satisfaction of the following conditions:

- (a) No Applicable Law shall prohibit the consummation of the Closing.
- (b) All Consents of any competent Governmental Authority or of any other Person that are required to be obtained in connection with the consummation of the Transaction that are required to be consummated prior to the Closing (including but not limited to any waiver of the exercise of rights of first refusal by the existing

shareholders of the Company) shall have been duly obtained and effective as of the Closing.

(c) All corporate and other proceedings of the Company, Buyers and Seller in connection with the Transaction to be completed at the Closing and all documents incident thereto, shall have been completed, including without limitation, the board of directors of Seller and the shareholders' meeting having approved the execution of this Agreement and the other Transaction Documents to which Seller is a party and the transactions contemplated hereby and thereby.

(d) The shareholders of Seller having approved at the general meeting of Seller the transaction contemplated under this Agreement, including the disposal of the Target Shares of the Company to Buyers.

Section 8.02 *Conditions to Obligation of Buyers.* The obligation of each Buyer to consummate the Closing is subject to the satisfaction of the following further conditions, unless otherwise waived in writing by an authorised representative of such Buyer:

(a) Each of the covenants, conditions and obligations that Seller are required to fulfill or comply with pursuant to this Agreement on or prior to the Closing Date shall have been duly performed and complied with in all material respects.

(b) The representations and warranties of Seller and the Company contained in this Agreement shall be true, complete, accurate and not misleading in all material respects at and as of the Closing Date as if made at and as of such time.

(c) There has not occurred any material breach or default under this Agreement by other Parties.

(d) All actions by or in respect of or filings with any Governmental Authority required to permit the consummation of the Closing shall have been taken, made or obtained.

(e) Seller shall have obtained all approvals, consents, permits and/or waivers required by the Applicable Laws at its jurisdiction or by any third party necessary for the consummation of the transactions contemplated by this Agreement, if applicable.

(f) There shall not be any action taken, or any Applicable Law proposed, enacted, enforced, promulgated or issued by any Governmental Authority that would have adverse impact on the Transaction.

(g) No event, development, occurrence, change, effect or condition of any character shall have occurred following the date of this Agreement that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

Section 8.03 *Conditions to Obligation of Seller.* The obligation of Seller to consummate the Closing is subject to the satisfaction of the following further conditions, unless otherwise waived in writing by an authorised representative of Seller:

(a) (i) Each Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date and (ii) the representations and warranties of each Buyer and the Company contained in this Agreement pursuant hereto shall be true, complete, accurate and not misleading in all material respects at and as of the Closing Date, as if made at and as of such date.

(b) Seller shall have received all documents it may reasonably request relating to the existence of each Buyer.

(c) There has not occurred any material breach or default under this Agreement by other Parties.

(d) All actions by or in respect of or filings with any Governmental Authority required to permit the consummation of the Closing shall have been taken, made or obtained.

(e) Each Buyer shall have obtained all approvals, consents, permits and/or waivers required by the Applicable Laws at its jurisdiction or by any third party necessary for the consummation of the transactions contemplated by this Agreement, if applicable.

(f) There shall not be any action taken, or any Applicable Law proposed, enacted, enforced, promulgated or issued by any Governmental Authority that would have adverse impact on the Transaction.

(g) No event, development, occurrence, change, effect or condition of any character shall have occurred following the date of this Agreement that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

## ARTICLE 9 SURVIVAL; INDEMNIFICATION

Section 9.01 *Survival.* The representations and warranties of the parties contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing until twenty-four (24) months after the Closing Date. The covenants and agreements of the parties hereto contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing until twenty-four (24) months following the last date on which such covenant or agreement is to be performed, or if no such date is specified, until the applicable statute of limitations. Notwithstanding the preceding sentences, any breach of covenant, agreement, representation or warranty in respect of which indemnity may be sought under this Agreement shall survive the time at which it

would otherwise terminate pursuant to the preceding sentence, if notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought prior to such time.

Section 9.02 *Indemnification*. (a) *Indemnification by Seller*. Effective at and after the date of this Agreement, Seller hereby agrees to indemnify and defend each Buyer, its Affiliates and their respective successors and assignees (collectively, the “**Buyer Indemnitees**”) against, and agrees to hold each of Buyer Indemnitees harmless from, any and all damages, losses, claims, liability, judgments, or expenses (the “**Damages**”) incurred or suffered by any Buyer Indemnitees arising out of:

(i) any misrepresentation or breach of any warranty or representation made by Seller under this Agreement;

(ii) any breach of any covenant, commitment or agreement made or to be performed by Seller pursuant to this Agreement, regardless of whether such Damages arise as a result of the negligence or strict liability.

*provided* however, the maximum indemnification liability of Seller under this Agreement shall not exceed fifty percent (50%) of the Purchase Price actually received by Seller.

(b) *Indemnification by Buyers*. Effective at and after the date of this Agreement, each Buyer hereby agrees to indemnify and hold harmless Seller, its Affiliates and their respective successors and assignees from and against any and all Damages incurred or suffered by Seller, its Affiliates and their respective successors and assignees based upon or arising from any inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants or agreements made by such Buyer. In particular, each Buyer shall be liable to Seller, its Affiliates and their respective successors and assignees for the timely payment of the Applicable Purchase Price in accordance with the terms and conditions of this Agreement. In addition to any other remedy to which the parties may be entitled at law or in equity, if any Buyer fails to pay any sum of the Applicable Purchase Price on the due date of such payment as provided in this Agreement, the overdue part of the Applicable Purchase Price shall bear an interest of 0.2% per day from the due date until the Applicable Purchase Price is fully paid. The Company and Buyers further agree, in the event that the Group Companies fail to approve the resignation of the Seller Staff, or replace such Seller Staff with Persons appointed by Buyers or other Shareholders of the Company, or register such removal or replacement with the competent AIC Authority in accordance with Section 6.03, the Company and Buyers shall jointly (i) pay a sum of RMB1 million (the “**Penalty**”) to Seller; and (ii) in addition to the Penalty, jointly indemnify Seller, its Affiliates, the Seller Staff and their respective successors and assignees from and against any and all Damages incurred or suffered by such failure.

Section 9.03 *Third Party Claim Procedures*. (a) The party seeking indemnification under Section 9.02 (the “**Indemnified Party**”) agrees to give prompt notice in writing to the party against whom indemnity is to be sought (the

“**Indemnifying Party**”) of the assertion of any claim or the commencement of any suit, action or proceeding by any third party (“**Third Party Claim**”), in respect of which indemnity may be sought under such Section. The failure to so notify the *Indemnifying Party* shall not relieve the Indemnifying Party of its obligations hereunder.

(b) The Indemnifying Party shall be entitled and obligated to participate in the defense of any Third Party Claim and, subject to the limitations set forth in this Section, shall be entitled to control and appoint lead *counsel* for such defense, in each case at its own expense; *provided* that prior to assuming control of such defense, the Indemnifying Party must acknowledge that it would have an indemnity obligation for the Damages resulting from such Third Party Claim as provided under this Section.

(c) The Indemnifying *Party* will not be entitled to assume or maintain control of the defense of any Third Party Claim and shall pay the fees and expenses of counsel retained by the Indemnified Party for its participation and/or control of such defense, if (i) the Indemnified Party reasonably believes an adverse determination with respect to the Third Party Claim would be detrimental to the reputation or future business prospects of the Indemnified Party or any of its Affiliates, or (ii) the Indemnifying Party has failed or is failing to prosecute or defend vigorously the Third Party Claim.

(d) If the Indemnifying Party shall assume the control of the defense of any Third Party Claim in accordance with the provisions of Section 9.03, the Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which shall not be unreasonably withheld) before entering into any settlement of such Third Party Claim.

(e) In circumstances where the Indemnifying Party is controlling the defense of a Third Party Claim in accordance with paragraphs (b) and (c) above, the Indemnified Party shall be entitled to participate in the defense of any Third Party Claim and to employ separate counsel of its choice for such purpose, in which case the reasonable fees and expenses of such separate counsel shall be borne by the Indemnified Party; *provided* that in such event the Indemnifying Party shall pay the reasonable fees and expenses of such separate counsel (i) incurred by the Indemnified Party prior to the date the Indemnifying Party assumes control of the defense of the Third Party Claim or (ii) if representation of both the Indemnifying Party and the Indemnified Party by the same counsel would create a conflict of interest.

(f) Each party shall cooperate, and cause their respective affiliates to cooperate, in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be applicable thereto and reasonably requested in connection therewith.

Section 9.04 *Direct Claim Procedures*. In the event an Indemnified Party has a claim for indemnity under Section 9 against an Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party agrees to give prompt notice in writing of such claim to the Indemnifying Party. Such notice shall set forth in reasonable detail such claim and the basis (including supporting documents if applicable)

for indemnification (taking into account the information then available to the Indemnified Party). The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder. If the Indemnifying Party has timely disputed its indemnity obligation for any Damages with respect to such claim, the parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by arbitration pursuant to Section 11.06. In addition, upon receipt of an indemnification notice under this Section 9.04, the Indemnifying Party may propose to the Indemnified Party ways to cure the applicable claim by written notice specifying the details for such proposal and the time period required for such cure; *provided that* the Indemnifying Party shall acknowledge that it would have an indemnity obligation for the Damages resulting from such claim; *provided further* that the Indemnified Party shall have full discretion to consider if it wishes to accept such proposal.

Section 9.05. *No Rescission.* Except in the case of fraud or willful or intentional misconduct or as required by Applicable Law, none of the parties, after the consummation of the Closing, shall have the right to rescind the Transaction.

## ARTICLE 10 TERMINATION

Section 10.01 *Grounds for Termination.* This Agreement may be terminated at any time prior to the Closing:

(a) by written agreement of Seller and Buyers;

(b) by Seller or any Buyer if the Closing shall not have been consummated on or before a date that is 180 days after the date hereof or any other date as mutually agreed by Seller and Buyers (the “**Drop Dead Date**”); provided that the party seeking to terminate this Agreement is not in material breach of any of its obligations hereunder and the right to terminate this Agreement shall not be available to such party if its failure to fulfill any obligation hereunder shall have been in any material respect, the cause of, or resulted in the failure of Closing to occur prior to the Drop Dead Date;

(c) by any Seller or any Buyer if there shall be any Applicable Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or if consummation of the transactions contemplated hereby would violate any non-appealable final order, decree or judgment of any Governmental Authority having competent jurisdiction;

The party desiring to terminate this Agreement pursuant to Section 10.01(b) and Section 10.01(c) shall give notice of such termination to the other parties.

Section 10.02 *Effect of Termination.* If this Agreement is terminated as permitted by Section 10.01, such termination shall be without liability of either party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other parties to this Agreement; *provided that* if such termination shall



result from the (i) willful failure of any party to fulfill a condition to the performance of the obligations of the other parties, (ii) willful failure to perform a covenant of this Agreement or (iii) material breach by any party hereto of any representation or warranty or agreement contained herein, such party shall be fully liable for any and all Damages incurred or suffered by the other parties as a result of such failure or breach. The provisions of Section 7.03, Section 9, Section 11.02, and Section 11.04 to Section 11.11 shall survive any termination hereof pursuant to Section 10.01.

ARTICLE 11  
MISCELLANEOUS

Section 11.01 *Notices*. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other parties, upon delivery; (b) when sent by facsimile at the number set forth in Exhibit III of this Agreement, upon receipt of confirmation of error-free transmission; (c) seven (7) Business Days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the other parties as set forth in Exhibit III of this Agreement; or (d) five (5) Business Days after deposit with an international overnight delivery service, postage prepaid, addressed to the parties as set forth in Exhibit III of this Agreement with next Business Day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

Each person making a communication hereunder by facsimile shall promptly confirm by telephone to the person to whom such communication was addressed each communication made by it by facsimile pursuant hereto but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other parties written notice of the new address in the manner set forth above.

Section 11.02 *Amendments and Waivers*. (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 11.03 *Expenses*. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement (including without limitation the expenses in connection with the negotiation, preparation, execution and completion of

this Agreement and any other Transaction Documents hereunder and thereunder) shall be paid by the Company.

Section 11.04 *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto; except that any Buyer may transfer or assign its rights and obligations under this Agreement, in whole or from time to time in part, to (i) one or more of its Affiliates at any time and (ii) two years after the Closing Date, to any Person; *provided* that no such transfer or assignment will relieve such Buyer of its obligations hereunder or enlarge, alter or change any obligation of any other party hereto or due to such Buyer.

Section 11.05 *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of Hong Kong, without regard to the conflicts of law rules of such jurisdiction.

Section 11.06 *Arbitration.*

(a) Any dispute, controversy or claim (each, a “**Dispute**”) arising out of or relating to this Agreement, or the interpretation, breach, termination, validity or invalidity thereof, shall be exclusively settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules (“**HKIAC Rules**”) in force when the Notice of Arbitration is submitted in accordance with the HKIAC Rules.

(b) There shall be three (3) arbitrators, who shall be appointed in accordance with the HKIAC Rules.

(c) The arbitral proceedings shall be conducted in English. To the extent that the HKIAC Rules are in conflict with the provisions of this Section, including without limitation, the provisions concerning the appointment of the arbitrators, the provisions of this Section shall prevail.

(d) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(e) The arbitral tribunal shall decide any Dispute submitted by the parties to the arbitration strictly in accordance with the substantive laws of Hong Kong (without regard to principles of conflict of laws thereunder) and shall not apply any other substantive law.

(f) Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

During the course of the arbitral tribunal's adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

Section 11.07 *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.08 *Counterparts; Effectiveness; Third Party Beneficiaries.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

Section 11.09 *Entire Agreement.* This Agreement and all exhibits and schedules hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both oral and written, among the parties with respect to the subject matter hereof.

Section 11.10 *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLER:


FORGAME HOLDINGS LIMITED  
Forgame Holdings Limited  
雲遊控股有限公司

By: .....  
Name: .....  
Title: .....  
*Authorized Signature(s)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

COMPANY:

JLC INC.

By:   
Name: Zhang Yang  
Title: Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BUYERS:

AP China Unicorn Fund SPC

By: \_\_\_\_\_

Name: HUANG HAI

Title: Director



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BUYERS:

The Blue Whale Tech Ltd.

By: 李琦  
Name: Li Qi  
Title: Authorized Signatory