

EX-4.5 6 qfin-20221231xex4d5.htm EXHIBIT 4.5

Exhibit 4.5

Voting Proxy Agreement

This Voting Proxy Agreement (this “**Agreement**”) is entered into by and among the following parties in Beijing, China on [Execution Date]:

Party A: **Shanghai Qiyue Information & Technology Co., Ltd.**, a wholly foreign-owned enterprise established and existing under the laws of China, with its address at Room 1109, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai.

Party B: [Name of Shareholder of VIE], a limited liability company established and existing under the laws of China, with its address at [Address of Shareholder of VIE].

Party C: [Name of VIE], a limited liability company established and existing under the laws of China, with its address at [Address of VIE].

WHEREAS:

1. Party B is the current shareholder of Party C, and as of the date of this Agreement, it holds all of Party C’s equity (“**Party C’s Equity**”);
2. The Parties hereto concluded an *Exclusive Option Agreement* (“**Exclusive Option Agreement**”) on [Execution Date], pursuant to which, if Party A requests a purchase based on its independent judgment, (a) Party B shall transfer all or part of the Party C’s Equity held by it to Party A and/or any other entity or individual designated by Party A as per the request; (b) Party C shall transfer all or part of its assets to Party A and/or any other entity or individual designated by Party A as per the request, both to the extent permitted by Chinese Laws and after relevant conditions are met;
3. The Parties hereto concluded an *Equity Interest Pledge Agreement* (the “**Equity Interest Pledge Agreement**”) on [Execution Date], pursuant to which Party B shall pledge all of the Party C’s Equity held by it to Party A to provide guarantee for the contractual obligations and guaranteed debts specified therein;
4. Party A and Party C concluded an *Exclusive Business Cooperation Agreement* (“**Business Cooperation Agreement**”) on [Execution Date], pursuant to which Party A shall provide relevant exclusive technical services, technical consulting and other services to Party C;
5. The Parties hereto concluded a *Loan Agreement* (“**Loan Agreement**”) on [Execution Date], pursuant to which Party A shall provide loans to Party B;
6. The Parties hereto intend to enter into this Agreement on matters related to Party B’s entrustment of its shareholders’ voting rights in Party C to Party A. Party B intends to entrust the individual or entity designated by Party A to exercise the Entrusted Rights (as defined below), while Party A also intends to designate such individual or entity to accept the entrustment.

THEREFORE, the Parties hereby reach an agreement as follows through mutual consultation:

1. Entrusted Rights

- 1.1 Party B unconditionally and irrevocably undertakes that it will execute a Power of Attorney (the “**Power of Attorney**”) in the form and with the content set forth in Annex I hereto after the signing of this Agreement, authorizing Party A or, as per Party A’s instructions, authorizing any director of the direct or indirect overseas parent company of Party A that is designated by Party A, and the liquidator or any other successor acting on behalf of such director (the “**Trustee**”), to exercise all of the rights that are enjoyed by Party B as a

shareholder of Party C under the current articles of association of Party C and applicable laws and regulations, and to exercise the corresponding rights in all major matters of Party C on its behalf. Such rights (“**Entrusted Rights**”) include, but are not limited to:

- 1) proposing, convening and attending the shareholders’ meeting of Party C in accordance with the articles of association of Party C as the proxy of Party B, and executing any and all written resolutions and meeting minutes in the name and on behalf of Party B;
 - 2) exercising all shareholders’ rights (including but not limited to the voting right, the right to dividends, the right to sell or transfer or pledge or dispose of part or all of Party C’s Equity, and the right to appoint directors) that are enjoyed by Party B under Chinese Laws (including any laws, regulations, rules, notices or other binding documents issued by any central or local legislative, administrative or judicial department in Chinese Mainland before or after the signing of this Agreement, collectively “**Chinese Laws**”) and the articles of association of Party C (including the articles of association as amended from time to time);
 - 3) nominating, designating, appointing or replacing Party C’s legal representative, chairman, directors, supervisors, chief executive officer (or general manager) or other senior officer on behalf of Party B in accordance with the articles of association of Party C; filing a lawsuit or take other legal actions against any director, supervisor or senior officer whose acts harm the interests of Party C or its shareholder;
 - 4) executing documents (including minutes of shareholders’ meetings) and submitting filing documents to relevant industrial and commercial administrative authority and other government authorities;
 - 5) exercising the voting rights on behalf of the registered shareholder of Party C in the event of Party C’s bankruptcy, liquidation, dissolution or termination;
 - 6) enjoying the the right to distribute the remaining assets of Party C after Party C’s bankruptcy, liquidation, dissolution or termination;
 - 7) deciding on the submission and registration of documents related to Party C to government authorities;
 - 8) exercising the shareholder’s rights to dispose of Party C’s assets in accordance with the law, including but not limited to the rights to manage its assets business, access its income and acquire its assets; and
 - 9) supervising Party C’s business performance, approving Party C’s annual budget or dividend declaration, and consulting Party C’s financial information at any time.
- 1.2 Party B hereby undertakes and warrants that its authorization under Article 1.1 hereof will not cause any actual or potential conflict of interest between Party B and Party A and/or the Trustee. If there is a potential conflict of interest between Party B, Party C and Party A (or Party A’s direct or indirect overseas parent company or Party A’s subsidiaries), Party B will give priority to protecting and not harm the interests of Party A or Party A’s direct or indirect overseas parent company. Party B shall not execute any document or make any commitment that has a conflict of interest with any agreement or other legal documents that is executed and being performed by Party C or Party A and its designated person, nor shall it cause any conflict of interest between Party B and Party A and its shareholders by any act or omission. If such conflict of interest arises (Party A shall have the right to unilaterally decide whether or not such conflict of interest arises), Party B shall take measures to eliminate it as soon as possible with the consent of Party A or its designated person. If Party B refuses to take

measures to eliminate the conflict of interest, Party A will have the right to exercise the Options under the Exclusive Option Agreement.

- 1.3 Party B hereby undertakes that, without prior written consent of Party A, Party B will not directly or indirectly participate in or engage in any business that is or may be competitive with the business of Party A, Party C and its controlled subsidiaries, or hold any interest in or hold any asset of any entity that engages in the business that is or may be competitive with the business of Party A, Party C and its controlled subsidiaries. Party A shall have the right to finally determine whether Party B falls or may fall under the above circumstances.
- 1.4 Party B hereby undertakes that in the event of Party C's bankruptcy, liquidation, dissolution, or termination, it will transfer all assets, including Party C's Equity, obtained by it after Party C's bankruptcy, liquidation, dissolution or termination to Party A free of charge or at the lowest price permitted by Chinese Laws at the time, or the liquidation team at that time will dispose of all assets, including equity, of Party C for the purpose of protecting the interests of direct or indirect shareholders and/or creditors of Party A.
- 1.5 Party B agrees that Party A shall have the right to sub-entrust, by itself, any other party to handle the matters specified in Article 1.1 above. The Trustee and/or Party A's exercise of the Entrusted Rights shall have the effect as if Party B had exercised the shareholder's rights in person. Party B hereby agrees to authorize and entrust the Entrusted Rights as long as the Trustee is a member of the board of directors of Party A or a Chinese citizen designated by the board of directors of Party A through consultation and meets the requirements of Article 1.3 above. When Party A issues a written notice to Party B requesting to replace the Trustee, Party B shall immediately entrust such other entity or Chinese citizen as designated by Party A at that time to exercise the said Entrusted Rights, and execute a new Power of Attorney in the format and with the content set forth in Annex I thereto. A new Power of Attorney that conforms to the provisions of this Agreement, once issued, will replace the original Power of Attorney. In addition, Party B shall, by sending a notice to relevant person or otherwise making an announcement, further announce or explain that the original Power of Attorney has been invalidated. Except for the above, in no circumstance shall Party B revoke the entrustment and authorization granted to the Trustee and/or Party A.
- 1.6 Party B hereby acknowledges and accepts any legal consequences and bear corresponding legal liabilities arising from the Trustee's and/or Party A's exercise of the Entrusted Rights in accordance with this Agreement.
- 1.7 All acts of Trustee and/or Party A and all documents executed by Trustee and/or Party A related to Party C's Equity, and/or the Trustee's and/or Party A's exercise of the Entrusted Rights, shall be deemed to be the acts of, executed or exercised by, Party B itself. The Trustee and/or Party A may act on their own will when performing the above acts, without seeking the prior consent of Party B. Nevertheless, after each Party C's resolution or proposal to convene a shareholders' meeting of Party C is made, the Trustee and/or Party A shall promptly notify Party B. Party B hereby acknowledges and approves such acts and/or documents performed or executed by the Trustee and/or Party A.
- 1.8 Party B agrees and acknowledges that, during the term of this Agreement, it shall not take the liberty to exercise the rights related to Party C's Equity that have been authorized to Party A and/or the Trustee hereunder without prior written consent of Party A.
- 1.9 In the event of bankruptcy, liquidation or dissolution of Party B or other circumstances that may affect Party B's exercise of the rights over the Party C's Equity held by it, the shareholder or transferee holding Party C's Equity at that time will be deemed to be a party to this Agreement, succeeding/assuming all of Party B's rights and obligations hereunder.
- 1.10 Party B has made and executed, and has caused its shareholders (including indirect

shareholders and actual equity holders) and directors to make and execute, all arrangements and documents appropriate and necessary to ensure that, in the event of a merger, division, dissolution, liquidation or cancellation of Party B and/or any other circumstance that may affect the Party B's exercise of right over the Party C's Equity held by it, its successor, liquidation team, creditors and other persons who may therefore acquire Party C's Equity or related rights will not affect or hinder the performance of this Agreement. Party B warrants to Party A that it has made and executed, and has caused its shareholders (including indirect shareholders and actual equity holders) and directors to make and execute, all arrangements and documents appropriate and necessary to ensure Party B's valid existence and Party B's performance of this Agreement.

- 1.11 Party B shall obtain prior written consent of Party A in case of any change in Party B's controlling shareholder or actual controller, and Party A shall not unreasonably withhold such consent if (a) both the changed controlling shareholder or actual controller agree and undertake to cause Party B to continue to perform this Agreement in writing, and (b) such change will not cause this Agreement go against the current Chinese Laws or cause other adverse effects on this Agreement;
- 1.12 Party B shall obtain prior consent of Party A in case of Party B's merger, division, dissolution, liquidation, application for bankruptcy or cancellation, and Party A shall not unreasonably withhold such consent if (a) Party B's successor agrees and undertakes to continue to perform this Agreement in writing, and (b) such change will not cause this Agreement go against the current Chinese Laws or cause other adverse effects on this Agreement.

2. Right to Know

- 2.1 For the purpose of exercising the Entrusted Rights hereunder, Party A and/or the Trustee shall have the right to know about Party C's business operations, business, customers, finance, employees and other relevant information and consult Party C's relevant documents and materials, and Party C shall fully cooperate with respect thereto.

3. Exercise of the Entrusted Rights

- 3.1 Party B will provide sufficient assistance to the Trustee and/or Party A in exercising the Entrusted Rights, including timely execution of relevant legal documents when necessary (for instance, for the purpose of meeting the requirements for submitting the documents required by government authorities for approval, registration or filing, or the requirements of laws and regulations, normative documents, articles of association of the company, or other government authorities' instructions or orders), including but not limited to the resolutions made by the Trustee and/or Party A at the shareholders' meeting of Party C or a Power of Attorney specifying the specific scope of authorization (if it is so required by relevant laws, regulations, articles of association or other normative documents).
- 3.2 Party B irrevocably agrees that when Party A requests in writing for the exercise of the Entrusted Rights in accordance with the provisions of this Agreement, Party B shall take action in accordance with the written request within three (3) days to meet Party A's requirements for the exercise of the Entrusted Rights.
- 3.3 If at any time during the term of this Agreement, the grant or exercise of the Entrusted Rights hereunder cannot be realized for any reason (except for the breach of contract by Party B or Party C), the Parties shall immediately seek an alternative solution that is closest to the unrealized provisions, and execute a supplementary agreement to make necessary modification or adjustment to the provisions of this Agreement to ensure that the purpose hereof can be achieved.

4. Exemption and Indemnity

4.1 The Parties acknowledge that Party A shall not be required to assume any liability or make any economic or other compensation to other Parties or any third party for its and/or its designated Trustee's exercise of the Entrusted Rights hereunder.

4.2 Party B and Party C agree to indemnify and hold Party A harmless from and against all losses incurred or likely to be incurred due to its and/or its designated Trustee's exercise of the Entrusted Rights, including but not limited to any losses arising from any litigation, recovery, arbitration or claim by any third party or any administrative investigation or punishment by government authorities, except for the loss is caused by the intentional or serious negligence of Party A and/or the Trustee.

5. Representations and Warranties

5.1 Party B represents and warrants that:

5.1.1 It has full and independent legal status and legal capacity, and has duly authorized to execute, deliver and perform this Agreement, and can independently serve as a subject of litigation.

5.1.2 It has the full right and power to execute and deliver this Agreement and all other documents that it will execute in relation to this Agreement, and it has the full right and power to perform this Agreement. This Agreement has been validly and duly executed and delivered by it, and constitutes a legal and binding obligation on it and is enforceable against it in accordance with its terms.

5.1.3 It is a legitimate shareholder of Party C registered with the industrial and commercial authorities and recorded in the register of shareholders of Party C at the time when this Agreement comes into effect. Except for the rights set forth in this Agreement, the Equity Interest Pledge Agreement and the Exclusive Options Agreement, there are no third-party rights in the Entrusted Rights. According to this Agreement, Party A and/or the Trustee can fully exercise the Entrusted Rights in accordance with the current articles of association of Party C.

5.1.4 Its execution, delivery and performance of this Agreement do not violate the provisions of Chinese Laws and its articles of association/partnership agreement (in case Party B is a legal person), and do not violate any agreement, contract, or other arrangement entered into with any third party that is binding upon it.

5.2 Party A represents and warrants that:

5.2.1 It is a wholly foreign-owned enterprise duly registered and validly existing under the laws of its place of registration with independent corporate capacity. It has full and independent legal status and legal capacity to execute, deliver and perform this Agreement and can independently serve as a subject of litigation.

5.2.2 It has the full corporate right and power to execute, deliver and perform this Agreement and other related documents.

5.3 Party C represents and warrants that:

5.3.1 It is a limited liability company duly registered and validly existing under the laws of its place of registration with independent corporate capacity. It has full and independent legal status and legal capacity to execute, deliver and perform this Agreement and can independently serve as a subject of litigation.

- 5.3.2 It has the full corporate right and power to execute, deliver and perform this Agreement and other related documents.
- 5.3.3 Party B is its legitimate shareholder registered with the industrial and commercial authorities and recorded in its register of shareholders at the time when this Agreement comes into effect. Except for the rights set forth in this Agreement, the Equity Interest Pledge Agreement and the Exclusive Option Agreement, there are no third-party rights in the Entrusted Rights. According to this Agreement, Party A and/or the Trustee can fully exercise the Entrusted Rights in accordance with its current articles of association.
- 5.3.4 Its execution, delivery and performance of this Agreement do not violate the provisions of Chinese Laws or its articles of association, internal rules or other organizational documents, and do not violate any agreement, contract, or other arrangement entered into with any third party that is binding upon it.

6. Assignment

Party A shall have the right to assign or transfer this Agreement and/or its rights related to this Agreement to any other person or entity at its sole discretion without sending prior notice to, or obtaining prior consent from, Party B or Party C.

7. Term

- 7.1 This Agreement shall come into force as of the date of signing and shall be irrevocably and continuously valid, unless Party A gives a written instruction to the contrary or early terminates this Agreement in accordance with Article 8, or this Agreement is terminated in accordance with Article 7.2 hereof. Once Party A notifies Party B in writing of terminating this Agreement in whole or in part or changing the Trustee, Party B will immediately withdraw the entrustment and authorization granted to Party A and the Trustee hereunder, and under the written instruction of Party A, immediately enter into a Power of Attorney in the same format as that set forth in Annex I hereto, and grant the same entrustment and authorization to any other person or entity designated by Party A with the same contents as those set forth herein.
- 7.2 Once Party A, or its direct or indirect overseas parent company, or any subsidiary directly or indirectly controlled by Party A is permitted by Chinese Laws to directly hold the equity of Party C and lawfully engage in the business of Party C, this Agreement will automatically terminate on the date that Party A or the party designated by Party A is officially registered as the sole shareholder of Party C.

8. Liability for Breach

- 8.1 The Parties agree and acknowledge that if any Party (the “**Breaching Party**”) breaches any provision of this Agreement, or fails to perform or delays in performing any of the obligations hereunder, it will constitute a breach of this Agreement (a “**Breach**”). In such case, any other Party not in breach (the “**Non-Breaching Party**”) shall have the right to require the Breaching Party to make rectification or take remedial measures within a reasonable period of time. If the Breaching Party fails to make rectification or take remedial measures within a reasonable period of time or within ten (10) days after any other Party notifies the Breaching Party in writing and requests rectification,
- 8.1.1 where Party B or Party C is the Breaching Party, the Non-Breaching Party shall have the right to unilaterally terminate this Agreement immediately and require the Breaching Party to compensate for its damages;

8.1.2 where Party A is the Breaching Party, the Non-Breaching Party shall exempt Party A from the liability for compensation, and unless otherwise stipulated by Chinese Laws, under no circumstance shall the Non-Breaching Party have the right to terminate or rescind this Agreement.

8.2 Notwithstanding any other provisions of this Agreement, the validity of this Article 8 shall not be affected by the termination of this Agreement.

9. Confidentiality

The Parties acknowledge that all oral or written information exchanged by them hereunder is confidential (“**Confidential Information**”). Party B and Party C shall keep the Confidential Information in strictly confidential, and shall not disclose it to any third party without prior written consent of Party A, other than the information: (a) that is already known to the public (other than through unauthorized disclosure by the receiving Party); (b) that is required to be disclosed by applicable laws or the rules or regulations of any stock exchange; or (c) that is required to be disclosed by Party B or Party C to its legal or financial advisor for the transactions contemplated hereunder, provided that such legal or financial advisor should also assume the obligations of confidentiality similar to those specified in this Article. If any employee of or any entity engaged by Party B or Party C discloses the Confidential Information in violation of this Agreement, Party B or Party C shall be held liable as if such disclosure is made by Party B or Party C itself. This Article shall remain in force no matter this Agreement is invalid or terminated for any reason.

10. Governing Law and Dispute Resolution

10.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the dispute resolution hereunder shall be governed by the laws of China.

10.2 Any and all disputes arising from the interpretation and performance of this Agreement shall be first resolved by the Parties through friendly negotiation. If no agreement can be reached within thirty (30) days after any Party requests the other Parties to resolve the dispute through negotiation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with its current arbitration rules. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding upon all Parties. After the arbitral award comes into force, any Party shall have the right to apply to the courts with jurisdiction for enforcement of the arbitral award. The arbitration tribunal may decide to use Party C’s equity interests, assets or property interests to compensate Party A for its losses caused by any other Party’s breach of contract, or award compulsory relief in respect of relevant business or mandatory asset transfer, or order Party C to go bankrupt and liquidate. If necessary, the arbitration institution shall have the right to order that the Breaching Party should immediately stop the breach of contract or that the Breaching Party should not conduct any act that may lead to further expansion of the losses suffered by Party A before making a final decision on the dispute between the Parties. The courts of Mainland China, Hong Kong, the Cayman Islands or other courts with jurisdiction (including the courts of the place where Party C is registered, the courts of the place where Party C’s or Party A’s main assets are located) shall also have the right to grant or enforce the award of the arbitration tribunal, or award or enforce temporary relief for Party C’s equity interests or property interests, or make a ruling or judgment to grant temporary relief to the Party who initiated the arbitration pending the formation of the arbitration tribunal or under other appropriate circumstances, such as ruling or judgment that the Breaching Party should immediately stop the breach or ruling that the Breaching Party should not conduct any act that may lead to further expansion of the losses suffered by Party A.

- 10.3 In case of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties shall continue to exercise their respective rights and perform their respective obligations hereunder except for the matters in dispute.
- 10.4 If, at any time after the date of this Agreement, any Chinese Law is promulgated or there is any change in any existing Chinese Law or change in the interpretation or application of any existing Chinese Law, (a) and if such newly promulgated or changed law is more favorable to Party A compared with the Chinese Laws in effect on the date of this Agreement (while the other Parties are not seriously affected), the Parties shall apply for to obtain the benefits caused by such change or new promulgation of laws in a timely manner and use their best efforts to obtain the approval of the application; or (b) if Party A's economic interests hereunder are directly or indirectly adversely affected by such change or new promulgation of laws, this Agreement shall continue to be performed in accordance with its original provisions and the Parties shall use all legal means to obtain exemption from compliance with the changed or newly promulgated laws, both to the extent permitted by Chinese Laws. If the adverse effect on Party A's economic interests cannot be resolved in accordance with the provisions of this Agreement, the Parties shall timely consult with each other to make all necessary amendments to this Agreement to maintain Party A's economic interests hereunder.

11. Notice

- 11.1 Any and all notices and other communications required or permitted to be sent hereunder shall be served to the address, fax number and e-mail address of the notified Party set forth in Annex II hereto by hand, prepaid registered mail, express service, fax or e-mail. For each notice, a copy thereof shall be sent by email for confirmation purpose. A notice shall be deemed to be validly served:
- 11.1.1 on the date when it is received or rejected at the designated mailing address if it is sent by hand, express service or prepaid registered mail;
- 11.1.2 on the date of successful transmission (as evidenced by the fax receipt generated by the fax machine) if it is sent by fax; or
- 11.1.3 on the date of successful sending if it is sent by email.
- 11.2 Any Party may change its mailing address, fax number and/or e-mail address of notice at any time by sending a notice to the other Parties in accordance with the provisions of this Article.

12. Amendment, Modification, Supplements and Counterpart

- 12.1 No amendment, modification and supplement to this Agreement shall take effect unless it is made in writing and is signed or sealed by all the Parties, and relevant government registration procedures have been completed (if applicable).
- 12.2 Party A may, at its sole discretion, terminate this Agreement by sending a written notice to Party B and Party C at any time without incurring any liability. Party B and Party C have no right to unilaterally terminate this Agreement.
- 12.3 If the U.S. Securities and Exchange Commission ("SEC"), the Stock Exchange of Hong Kong Limited ("SEHK") or other regulatory authorities propose any modification to this Agreement, or any change related to this Agreement is required by the rules or relevant requirements of the SEC and the SEHK, the Parties shall modify this Agreement accordingly.
- 12.4 This Agreement is made in three (3) copies, with each Party holding one (1) of them which

shall have the same legal effect.

(Remainder of this page is intentionally left blank.)

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this Voting Proxy Agreement to be executed on the date and at the place first above written.

Party A:

Shanghai Qiyue Information & Technology Co., Ltd. (seal)

Company seal: /s/ Shanghai Qiyue Information Technology Co., Ltd.

Signature: /s/ LIU Jinli
Authorized LIU Jinli
Representative: _____

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this Voting Proxy Agreement to be executed on the date and at the place first above written.

Party B:

[Name of Shareholder of VIE] (seal)

Company seal: /s/ [Name of Shareholder of VIE]

Signature: /s/ [Name of the Authorized Representative of
Shareholder of VIE]
Authorized Representative: [Name of the Authorized Representative of Shareholder
of VIE]

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this Voting Proxy Agreement to be executed on the date and at the place first above written.

Party C:

[Name of VIE] (seal)

Company seal: /s/ [Name of VIE]

Signature: /s/ [Name of the Authorized Representative of VIE]
Authorized _____
Representative: [Name of the Authorized Representative of VIE]

Annex I Power of Attorney

Date:

[Name of Shareholder of VIE] (the “**Trustor**”) is the registered holder of 100% equity of [Name of VIE] (the “**Company**”) (corresponding to the registered capital of RMB_____). The Trustor hereby unconditionally and irrevocably authorizes Shanghai Qiyue Information & Technology Co., Ltd. and/or its designated representative (Name: _____/_____, ID card number: _____/_____) (the “**Trustee**”) to exercise the Entrusted Rights set forth and defined in the Voting Proxy Agreement (the “**Voting Proxy Agreement**”) concluded by the Trustor, the Company and Shanghai Qiyue Information & Technology Co., Ltd. on [Execution Date].

This Power of Attorney constitutes a part of the Voting Proxy Agreement. It shall take effect simultaneously with the Voting Proxy Agreement and is irrevocable. Unless Shanghai Qiyue Information & Technology Co., Ltd issues an instruction to the Trustor requesting to replace the Trustee, this Power of Attorney shall remain valid until the date of termination of the Voting Proxy Agreement.

Agreed and accepted by the Trustor:

Agreed and accepted by the Trustee:

Signature/Seal: /s/ [Name of Shareholder of VIE]

Signature/Seal: /s/ Shanghai Qiyue Information
Technology Co., Ltd.

Annex II Notification Information

For the purpose of notification, the contact details of each Party is as follows:

Party A:

Shanghai Qiyue Information & Technology Co., Ltd

Tel:

Party B:

[Name of Shareholder of VIE]

Address: [Address of Shareholder of VIE]

Tel:

Party C:

[Name of VIE]

Address: [Address of VIE]

Tel:

Schedule of Material Differences

One or more persons entered into voting proxy agreement with Shanghai Qiyue Information Technology Co., Ltd. using this form. Pursuant to Instruction 2 to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

<u>No.</u>	<u>Name of VIE or Its Shareholder</u>	<u>Unified Social Credit Code of VIE or Its Shareholder</u>	<u>Address of VIE or Its Shareholder</u>	<u>Name of the Authorized Representative of VIE or Its Shareholder</u>	<u>Execution Date</u>
1	Shanghai Qibutianxia Information Technology Co., Ltd	91110106796743693W	Floor 2, 3, 21 and 22, Yunling East Road No. 89, Putuo District, Shanghai	LIU Wei	June 1, 2022
2	Shanghai Qiyue Information & Technology Co., Ltd	91310230MAIJXJYF7E	Room 1118, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	SUN Mengjie	June 1, 2022
3	Beijing Zhongxin Baoxin Technology Co., Ltd	911101087916221632	No. 1003-17, F/10, Building 1, Xinxin Road No. 28, Haidian District, Beijing	LIU Wei	June 1, 2022
4	Beijing Qicaitianxia Technology Co., Ltd	91110107MA008U1E3A	Room A-2684, F/2, Building 3, Yard 30, Shixing Street, Shijingshan District, Beijing	YIN Hongguang	June 1, 2022
5	Shanghai 360 Financing Guarantee Co., Ltd	91310000MA1FL6JW6P	Room 201, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	GUO Shijun	June 1, 2022
6	Fuzhou 360 Financing Guarantee Co., Ltd	91350100MA31UJWL4W	Management Room of Longjiang Ecological Culture Park, Yinxi Street, Fuqing, Fuzhou City, Fujian Province	LIU Xiong	June 1, 2022

EX-4.6 7 qfin-20221231xex4d6.htm EXHIBIT 4.6

Exhibit 4.6

Equity Interest Pledge Agreement

This *Equity Interest Pledge Agreement* (this “**Agreement**”) is entered into on [Execution Date] by and among the following parties in Beijing, China:

Party A: **Shanghai Qiyue Information & Technology Co., Ltd.**, a wholly foreign-owned enterprise established and existing under the laws of China, with its address at Room 1109, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai (the “**Pledgee**”).

Party B: [Name of Shareholder of VIE], a limited liability company established and existing under the laws of China, with its address at [Address of Shareholder of VIE] (the “**Pledgor**”).

Party C: [Name of VIE], a limited liability company established and existing under the laws of China, with its address at [Address of VIE].

The Pledgee, the Pledgor and Party C are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

1. Party C is a limited liability company registered in [City of Registration of VIE], China, with a current registered capital of [Registered Capital of VIE]. On the date of this Agreement, the Pledgor is a shareholder of Party C and holds 100% Equity of Party C;
2. The Pledgee is a wholly foreign-owned enterprise registered in Shanghai, China. The Pledgee and Party C concluded an *Exclusive Business Cooperation Agreement* (the “**Business Cooperation Agreement**”) on [Execution Date], pursuant to which the Pledgee shall provide relevant exclusive management and technical services, technical consulting and other services to Party C;
3. The Parties hereto concluded an *Exclusive Option Agreement* (the “**Exclusive Option Agreement**”) on [Execution Date], pursuant to which, if the Pledgee requests a purchase based on its independent judgment, (a) the Pledgor shall transfer all or part of the Party C’s Equity held by it to the Pledgee and/or any other entity or individual designated by the Pledgee as per the request; (b) Party C shall transfer all or part of its assets to the Pledgee and/or any other entity or individual designated by the Pledgee as per the request, both to the extent permitted by Chinese Laws and after relevant conditions are met;
4. The Parties hereto concluded a *Voting Proxy Agreement* (the “**Voting Proxy Agreement**”) on [Execution Date], pursuant to which the Pledgor irrevocably and fully authorizes the entity or individual designated by the Pledgee at that time to exercise, on behalf of the Pledgor, all shareholders’ voting rights as a shareholder of Party C;
5. The Parties hereto concluded a *Loan Agreement* (“**Loan Agreement**”) on [Execution Date], pursuant to which the Pledgee shall provide loans to the Pledgor;
6. As the security for the Pledgor’s performance of the Contractual Obligations (as defined below) and repayment of the Secured Debts (as defined below), the Parties hereto intend to enter into this Agreement on matters related to the Pledgor’s pledge all of Party C’s Equity held by it to the Pledgee.

1. Definitions

Unless otherwise specified herein, the following words shall have the following meanings:

- 1.1 “**Pledge Rights**” shall refer to the Security Interests granted to the Pledgee by the Pledgor in accordance with Article 2 hereof, that is, the rights enjoyed by the Pledgee to receive priority compensation from the proceeds from the conversion, auction or sale of the pledged Equity.
- 1.2 “**Equity**” shall mean all Party C’s equity that the Pledgor legally holds and is entitled to dispose of as at the effective date of this Agreement, and that is to be pledged to the Pledgee in accordance with the provisions of this Agreement as security for its and Party C’s performance of the Contractual Obligations and the Secured Debts (including the Equity interests currently owned by the Pledgor that constitute or are related to all registered capital of Party C), as well as Additional Equity added in accordance with Article 6.7 hereof.
- 1.3 “**Pledge Period**” shall mean the period specified in Article 3 hereof.
- 1.4 “**Event of Default**” shall mean any of the circumstances set forth in Article 7 hereof.
- 1.5 “**Notice of Default**” shall mean the notice issued by the Pledgee to declare an Event of Default hereunder.
- 1.6 “**Contractual Obligations**” refers to all contractual obligations of the Pledgor under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Voting Proxy Agreement and the Loan Agreement; and all contractual obligations of Party C under the Business Cooperation Agreement, the Exclusive Option Agreement, the Voting Proxy Agreement, and the Loan Agreement; and all contractual obligations of by the Pledgor and Party C under this Agreement.
- 1.7 “**Transaction Agreements**” shall refer to the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement, the Voting Proxy Agreement, and the Loan Agreement.
- 1.8 “**Secured Debts**” shall mean (a) all payments owed by Party C and/or the Pledgor to the Pledgee (including but not limited to consulting and service fees, borrowings and any amounts payable to the Pledgee under the Transaction Agreements (whether by virtue of maturity, through prepayment or otherwise), together with interest, liquidated damages (if any), compensation, and attorney’s fees, arbitration fees, various expenses for realizing the Pledge Rights such as the expenses for Equity evaluation and auction; (b) all direct, indirect, derivative losses and loss of predictable benefits suffered by the Pledgee as a result of any Event of Default by the Pledgee or Party C, the amount of which shall be determined based on the Pledgee’s reasonable business plan and profit forecast, etc.; and (c) all expenses incurred by the Pledgee to enforce the performance of its Contractual Obligations by the Pledgor and/or Party C.
- 1.9 “**Chinese Law**” shall include any law, regulation, rule, notice or other binding document issued by any central or local legislative, administrative or judicial department in Mainland China before or after the signing of this Agreement.
- 1.10 “**Security Interests**” shall include mortgage, pledge, third-party rights or interests, and any option, acquisition right, right of first refusal, right of set-off, retention of title or other security arrangements.

2. **Pledge Rights**

- 2.1 As the security for the Pledgor’s timely and full repayment of the Secured Debts and the performance of the Contractual Obligations, the Pledgor hereby pledges its Equity to the Pledgee as a first order pledge in accordance with the provisions of this Agreement. Party C agrees that the Pledgor pledges the Equity to the Pledgee in accordance with the provisions of this Agreement.

- 2.2 The Parties understand and agree that the monetary valuation arising out of or in connection with the Secured Debts is a variable and floating one until the Final Settlement Date (as defined in Article 2.4). In case of any change in the monetary valuation of the Secured Debts and the Equity, the Pledgor and Pledgee may, by agreeing to amend and supplement this Agreement, adjust and confirm the maximum amount of Secured Debts to be secured by the Equity from time to time before the Final Settlement Date.
- 2.3 In case of any of the following events (“**Cause of Final Settlement**”), the value of the Secured Debts shall be determined based on the total amount of the Secured Debts due and unpaid to the Pledgee on the latest date before or on the date of the occurrence of the Cause of Final Settlement (the “**Determined Obligations**”):
- (a) The Business Cooperation Agreement, the Exclusive Option Agreement, the Voting Proxy Agreement, or the Loan Agreement is/are terminated according to their respective terms, which results in the Pledgee serving a written notice to the Pledgor requesting to determine the Secured Debts;
 - (b) Any Event of Default specified in Article 7 hereof occurs and is not resolved, which results in the Pledgee serving a Notice of Default to the Pledgor in accordance with Article 7.3;
 - (c) Through due investigation, the Pledgee reasonably believes that the Pledgor and/or Party C have become insolvent or may be in an insolvent state; or
 - (d) Any other event that requires the determination of the Secured Debts in accordance with Chinese Laws.
- 2.4 For the avoidance of doubts, the date on which the Cause of Final Settlement occurs shall be the final settlement date (the “**Final Settlement Date**”). The Pledgee shall have the right to realize the Pledge Rights in accordance with Article 8 at its option on or after the Final Settlement Date.
- 2.5 Within the Pledge Period (as defined in Article 3.1), the Pledgee shall have the right to deposit the fruits such as bonus, dividends or other distributable benefits arising from the Equity and use them to repay the Secured Debts to the Pledgee in priority. The Pledgor shall, upon receiving a written request from the Pledgee, deposit (or cause Party C to deposit) such fruits into an account designated by the Pledgee in writing for supervision purpose. Without prior written consent of the Pledgee, the Pledgor shall not withdraw the aforesaid fruits deposited into the account designated by the Pledgee in writing.
- 2.6 During the term hereof, the Pledgee shall not be liable, and the Pledgor shall have any right to make recourse or claim against the Pledgee in any form, for any reduction in the value of the Equity, unless it is caused by the intentional or gross negligence of the Pledgee.
- 2.7 The Equity pledge established hereunder is a continuing security, and its validity shall continue until any of the circumstances set forth in Article 3.1 hereof occurs. Neither the Pledgee’s waiver or grace of any breach of the Pledgor nor the Pledgee’s delay in exercising any of its rights under the Transaction Agreements and this Agreement shall affect the Pledgee’s right to require the Pledgor and Party C to strictly enforce its rights under Transaction Agreement and this Agreement at any time in the future, or the right of the Pledgee arising from the Pledgee’s or Party C’s subsequent breach of the Transaction Agreement and/or this Agreement in accordance with the provisions of this Agreement, relevant Chinese Laws and the Transaction Agreements.

3. **Pledge Period**

- 3.1 The Pledge Rights shall take effect from the date on which the Equity pledge hereunder is registered with the administration for market regulation (the “**Registration Authority**”) where Party C is located. The validity period of the Pledge Rights (the “**Pledge Period**”) shall be from the said effective date until: (a) the last Secured Debt and Contractual Obligations secured by the Pledge Rights have been fully repaid and fulfilled; or (b) the Pledgee decides to purchase all of Party C’s Equity held by the Pledgor in accordance with the Exclusive Option Agreement to the extent permitted by the Chinese Laws, and all of Party C’s Equity has been legally transferred to the Pledgee and/or its designated party, and the Pledgee and its subsidiaries and branches can lawfully engage in the business of Party C; or (c) the Pledgee decides to purchase all of Party C’s assets in accordance with the Exclusive Option Agreement to the extent permitted by the Chinese Laws, and all of Party C’s assets have been legally transferred to the Pledgee and/or its designated party, and the Pledgee and its subsidiaries and branches can use the said assets to lawfully engage in Party C’s business; or (d) the Pledgee unilaterally requests termination of this Agreement (the Pledgee’s right to terminate this Agreement is not subject to any restrictive conditions and is only applicable to the Pledgee, and neither the Pledgor nor Party C has the right to unilaterally terminate this Agreement); or (e) it should be terminated in accordance with applicable Chinese Laws and regulations.
- 3.2 During the Pledge Period, if Party B and/or Party C fail to fulfill their Contractual Obligations or repay their Secured Debts (including but not limited to failing to pay the exclusive consulting or service fees according to the Business Cooperation Agreement or failing to fulfill other provisions of any Transaction Agreement), the Pledgee shall be entitled (but not be obligated) to dispose of the Pledge Rights in accordance with the provisions hereof.

4. **Registration of Pledge Rights and Custody of Equity Records**

- 4.1 The Pledgor and Party C agree and undertake that, immediately after the signing of this Agreement, Party C shall, and the Pledgor shall cause Party C to, immediately record the Equity pledge arrangement hereunder in the register of shareholders of Party C on the date of this Agreement, and submit an application for registration of the establishment (or change) of Equity pledge to the Registration Authority in accordance with applicable laws and regulations no later than the twentieth (20th) day after the date of this Agreement or other longer period agreed by the Pledgor in writing. The Pledgor and Party C further agree and undertake that they shall complete all the procedures for the registration of Equity pledge and obtain a registration notice issued by the Registration Authority within thirty (30) days from the date of the Registration Authority’s formal acceptance of the application for the registration of Equity pledge, and the Registration Authority will record the matter of Equity pledge accurately in the register of equity pledge.
- 4.2 The Parties agree that they may enter into a separate *Equity Pledge Registration Agreement* (“**Equity Pledge Registration Agreement**”) for the purpose of go through the procedures for the industrial and commercial registration of Equity pledge. For the avoidance of ambiguity, in the event of any conflict between the Equity Pledge Registration Agreement and this Agreement, this Agreement shall prevail.
- 4.3 Within the Pledge Period specified herein, Party C/the Pledgor shall deliver the original equity contribution certificate, the register of shareholders recording the Pledge Rights (and other documents reasonably requested by the Pledgee, including but not limited to the Pledge Rights registration notice issued by the administration for market regulation) to the Pledgee for custody within one week from the date of completing the procedures for the registration of Pledge Rights in accordance with Article 4.1 above. The Pledgee shall have custody of such documents throughout the entire Pledge Period specified herein.

5. **Representations and Warranties of the Pledgor and Party C**

The Pledgor represents and warrants to the Pledgee that:

- 5.1 The Pledgor is an entity established and existing under the laws of China, and has obtained due authorization to execute, deliver and perform this Agreement, and may independently act as a subject of litigation.
- 5.2 The Pledgor is the sole legal and beneficial owner of the Equity of Party C, and thus has full rights and power to pledge the Equity to the Pledgee in accordance with the provisions hereof and to dispose of the Equity or any part thereof. Subject to the provisions hereof, the Pledgor enjoys legal and perfect title to the Equity.
- 5.3 The Pledgee shall have the right to dispose of or transfer the pledged Equity in accordance with the provisions hereof.
- 5.4 Except for the Pledge Rights hereunder, the Pledgor has not created any Security Interests or other encumbrances on the Equity. There is no dispute over the ownership of the Equity, and no unpaid subscribed capital contributions, taxes, or fees related to the Equity. The Equity is not subject to any pending or threatened attachment or other legal procedures, and can be used for pledge and transfer in accordance with applicable laws.
- 5.5 The Pledgor's execution of this Agreement and exercise of its rights or performance of its obligations hereunder will not violate or conflict with any Chinese Law, any court judgment, any arbitral award, any administrative decision, any agreement or contract to which the Pledgor is a party or by which its assets are bound, or any undertaking made by the Pledgor to any third party.
- 5.6 All documents, materials, statements and certificates provided by the Pledgor to the Pledgee, whether provided before or after the effectiveness of this Agreement or during the Pledge Period, are true, accurate, complete and valid.
- 5.7 After this Agreement is duly executed by the Pledgor and takes effect in accordance with its terms, it shall constitute a legal, valid and binding obligation on the Pledgor.
- 5.8 The Pledgor has the full corporate rights and power to execute and deliver this Agreement and all other documents which it will execute in connection with the transactions contemplated hereunder, and has the full rights and power to complete the transactions contemplated hereunder.
- 5.9 Except for the procedures for the registration of Equity pledge required to be completed with the Registration Authority, all consents, permits, waivers and authorizations required to be obtained from third parties, all approvals, permits, exemptions, registration or filing procedures required to be obtained from or completed with government authorities, for the execution and performance of this Agreement and the effectiveness of the Equity pledge hereunder have been obtained and completed and will remain fully valid during the term of this Agreement.
- 5.10 The pledge hereunder constitutes the Security Interests in the Equity first in order.
- 5.11 There is no pending or, to the knowledge of the Pledgor, threatened, lawsuit, legal proceeding or claim against the Pledgor or its assets or Equity, in/to any court or arbitral tribunal, or any governmental or administrative authority, which will have a material or adverse impact on the economic condition of the Pledgor or its ability to perform its obligations and security liability hereunder.
- 5.12 Except as otherwise stipulated herein, no party shall interfere once the Pledgee exercises its rights hereunder.

Party C represents and warrants to the Pledgee that:

- 5.13 Party C is a limited liability company registered and validly existing under the laws of China with independent corporate capacity. It can independently act as a subject of litigation, has full and independent legal status and legal capacity, and is duly authorized to execute, deliver and perform this Agreement.
- 5.14 After this Agreement is duly executed by Party C and takes effect in accordance with its terms, it shall constitute a legal, valid and binding obligation on Party C.
- 5.15 Party C has the full corporate rights and power to execute and deliver this Agreement and all other documents which it will execute in connection with the transactions contemplated hereunder, and has the full rights and power to complete the transactions contemplated hereunder.
- 5.16 There is no major Security Interests or other encumbrances over the assets owned by Party C that may affect the rights and interests of the Pledgee in the Equity (including but not limited to the transfer of any of Party C's intellectual property or any asset with a value of RMB 1 million or more, or any property rights or use right encumbrances attached thereto).
- 5.17 There is no pending or, to the knowledge of Party C, threatened, litigation, arbitration, administrative proceedings, administrative penalties or other legal proceedings against the Equity, Party C or its assets, in/to any court or arbitral tribunal, or any governmental or administrative authority, which will have a material or adverse impact on the economic condition of Party C or the ability of the Pledgor or Party C to perform their obligations and security liability hereunder.
- 5.18 Party C's execution of this Agreement and exercise of its rights or performance of its obligations hereunder will not violate or conflict with any Chinese Law, any court judgment, any arbitral award, any administrative decision, any agreement or contract to which Party C is a party or by which its assets are bound, or any undertaking made by Party C to any third party.
- 5.19 All documents, materials, statements and certificates provided by Party C to the Pledgee, whether provided before or after the effectiveness of this Agreement or during the Pledge Period, are true, accurate, complete and valid.
- 5.20 Except for the procedures for the registration of Equity pledge required to be completed with the Registration Authority, all consents, permits, waivers and authorizations required to be obtained from third parties, all approvals, permits, exemptions, registration or filing procedures required to be obtained from or completed with government authorities, for the execution and performance of this Agreement and the effectiveness of the Equity pledge hereunder have been obtained and completed and will remain fully valid during the term of this Agreement.
- 5.21 The pledge hereunder constitutes the Security Interests in the Equity first in order.
- 5.22 Party C hereby warrants to the Pledgee that the above representations and warranties are true and correct and will be fully complied with at any time and under any circumstances before the Contractual Obligations are fully performed or the Secured Debts are fully discharged.

6. Undertakings and Further Agreement of the Pledgor and Party C**The Pledgor undertakes and further agrees that:**

- 6.1 The Pledgor hereby undertakes to the Pledgee that, during the term hereof,
- 6.1.1 Without prior written consent of the Pledgee, the Pledgor will not transfer or permit others to transfer all or any part of the Equity, or create or permit the existence of any Security Interest or other encumbrances that may affect the Pledgee's rights and interests in the Equity except for the purpose of performing the Exclusive Option Agreement. For the Equity transfer consented by the Pledgee in writing, the Pledgor shall first use the proceeds from the Equity transfer to repay the Secured Debt to the Pledgee in advance;
- 6.1.2 The Pledgor will comply with and implement all Chinese Laws applicable to the Equity pledge. In case the Pledgor receives any notice, order or proposal issued or made by any competent authority (or any other relevant party) regarding the Pledge Rights, it will present the said notice, order or proposal to the Pledgee within five (5) days, and comply with such notice, order or proposal, or raise objections and make statements on the above matters as reasonably requested by the Pledgee or with the consent of the Pledgee;
- 6.1.3 In case any event occurs (including but not limited to the following events: any legal action, arbitration or other claims is initiated or made; any third party disputes over the ownership of the Equity; the Pledgee's Pledge Rights is or may be adversely affected by any other third party; there is any pending, or to the knowledge of the Pledgor, threatened, civil or criminal litigation, administrative litigation, arbitration or any other legal procedures is against the Pledgor or the Equity) or the Pledgor receives any notice, which may have an impact on the Pledgee's rights in the Equity or any part thereof or the Pledgee's interests under the Transaction Agreements and this Agreement, or which may have an impact on any of the Pledgor's warranties and other obligations arising out of this Agreement, the Pledgor shall promptly notify the Pledgee and shall take all necessary measures to ensure the Pledgee's interest in the pledged Equity at the reasonable request of the Pledgee.
- 6.2 In order to protect or perfect the Security Interests granted by this Agreement to secure the payment of the Secured Debts and the performance of Contractual Obligations, and to ensure the Pledgee's interests in the pledged Equity and the exercise and realization of such rights, the Pledgor hereby undertakes to the Pledgee that it will apply to the Registration Authority for the establishment (or change) of the Equity pledge hereunder in accordance with the *Equity Pledge Registration Measures* no later than the twentieth (20th) day after the date of this Agreement, and will in good faith execute and cause other parties interested in the Pledge Rights to execute all documents (including but not limited to any supplementary agreement to this Agreement), certificates, agreements, deeds and/or undertakings required by the Pledgee.
- 6.3 The Pledgor hereby undertakes to the Pledgee that it will abide by and fulfill all warranties, undertakings, agreements, representations and conditions hereunder. If the Pledgor fails to fulfill, or only partially fulfill, its warranties, undertakings, agreements, representations and conditions hereunder, it shall compensate the Pledgee for all losses caused thereby.
- 6.4 If the Equity is subject to any property preservation, enforcement, or any compulsory measures imposed by a court or other government department for any reason, or if there is any possibility of value reduction or loss of the Equity, which is sufficient to endanger the rights of the Pledgee, the Pledgor shall immediately notify the Pledgee in writing of such circumstances and cooperate with the Pledgee to take effective measures to protect the rights and interests of the Pledgee, including but not limited to providing additional property as collateral or security. If the Pledgor does not provide the said additional property, the Pledgee may auction or sell off the Equity at any time and use the proceeds

of the auction or sale to repay the Secured Debts in advance or deposit it, and any and all expenses incurred thereby shall be solely borne by the Pledgor.

- 6.5 Without prior written consent of the Pledgee, Party C shall not increase or reduce its registered capital, and the Pledgor shall not transfer the Equity of Party C or create any Security Interests or other encumbrances on it. Subject to the preceding sentence, the equity of Party C registered and obtained by the Pledgor after the signing of this Agreement (“**Additional Equity**”) and the registered capital of Party C corresponding to such equity shall also belong to the Equity that should be pledged by the Pledgor to the Pledgee in accordance with the provisions hereof. When the Pledgor obtains the Additional Equity, the Pledgor and Party C shall immediately enter into a supplementary equity interest pledge agreement with the Pledgee in respect of the Additional Equity, cause the board of directors of Party C and the shareholders’ meeting of Party C to approve the supplementary equity interest pledge agreement, and shall submit to the Pledgee all documents necessary for the supplementary equity interest pledge agreement, including but not limited to: (a) the original of the shareholders’ capital contribution certificate issued by Party C in respect of the Additional Equity; and (b) a certified copy of the capital verification report or other capital contribution certificate issued by a Chinese certified public accountant in respect of the Additional Equity. The Pledgor and Party C shall go through the procedures for the registration of pledge establishment (or change) in respect of the Additional Equity in accordance with the provisions of Article 4.1, and deliver relevant documents to the Pledgee for custody in accordance with Article 4.3 hereof.
- 6.6 Unless the Pledgee priorly issues a written instruction to the contrary, the Pledgor and/or Party C agree that if part or all of the Equity is transferred between the Pledgor and any third party (the “**Equity Transferee**”) in violation of this Agreement, the Pledgor and/or Party C shall ensure that the Equity Transferee unconditionally acknowledges the Pledge Rights and go through the necessary procedures for the registration of pledge change (including but not limited to executing relevant documents) to ensure the existence of the Pledge Rights. The Pledgor’s and/or Party C’s performance of this Article shall not be deemed as the Pledgee’s waiver of its right to pursue the Pledgor’s and/or Party C’s liability for breach of contract. The Pledgee hereby expressly reserves the right to pursue the Pledgor’s and/or Party C’s liability for breach of contract.
- 6.7 If the exercise of the Pledge Rights hereunder results in any Equity transfer, the Pledgor undertakes to take all measures to achieve such transfer.
- 6.8 Before the Contractual Obligations are fully fulfilled and the Secured Debts are fully repaid or this Agreement is rescinded, the Pledgor shall not transfer, sell, create pledge or mortgage on or otherwise dispose of the pledged Equity pursuant to this Agreement, and/or waive any fruits arising from holding the Equity, including but not limited to dividends and bonuses, unless it is so agreed by the Pledgee.
- 6.9 The Pledgor shall not execute any document or make any commitment that has a conflict of interest with any agreement or other legal documents that is executed and being performed by Party C or the Pledgee and its designated person, nor shall it cause any conflict of interest between the Pledgor and the Pledgee and its shareholders by any act or omission. If such conflict of interest arises (The Pledgee shall have the right to unilaterally decide whether or not such conflict of interest arises), the Pledgor shall take measures to eliminate it as soon as possible with the consent of the Pledgee or its designated person. If the Pledgor refuses to take measures to eliminate the conflict of interest, the Pledgee will have the right to exercise the options under the Exclusive Option Agreement.
- 6.10 If, in accordance with applicable laws, any amendment, supplement or update to this Agreement should take effect only after completing the procedures for the approval and/or

registration of pledge change, the Pledgor shall complete such procedures with relevant Registration Authority within five (5) days from the date of completing such amendment, supplement or update.

- 6.11 In the event of bankruptcy, liquidation or dissolution of the Pledgor or other circumstances that may affect the Pledgor's exercise of the rights over the Party C's Equity held by it, the shareholder or transferee holding Party C's Equity at that time will be deemed to be a party to this Agreement, succeeding/assuming all of the Pledgor's rights and obligations hereunder.
- 6.12 The Pledgor has made and executed, and has caused its shareholders (including indirect shareholders and actual equity holders) and directors (if applicable) to make and execute, all arrangements and documents appropriate and necessary to ensure that, in the event of a merger, division, dissolution, liquidation or cancellation of the Pledgor and/or any other circumstance that may affect the Pledgor's exercise of right over the Party C's Equity held by it, its successor, liquidation team, creditors and other persons who may therefore acquire Party C's Equity or related rights will not affect or hinder the performance of this Agreement. The Pledgor warrants to the Pledgee that it has made and executed, and has caused its shareholders (including indirect shareholders and actual equity holders) and directors (if applicable) to make and execute, all arrangements and documents appropriate and necessary to ensure the Pledgor's valid existence and the Pledgor's performance of this Agreement.
- 6.13 The Pledgor shall obtain prior written consent of the Pledgee in case of any change in the Pledgor's controlling shareholder or actual controller, and the Pledgee shall not unreasonably withhold such consent if (a) both the changed controlling shareholder or actual controller agree and undertake to cause the Pledgor to continue to perform this Agreement in writing, and (b) such change will not cause this Agreement go against the current Chinese Laws or cause other adverse effects on this Agreement;
- 6.14 The Pledgor shall obtain prior consent of the Pledgee in case of the Pledgor's merger, division, dissolution, liquidation, application for bankruptcy or cancellation, and the Pledgee shall not unreasonably withhold such consent if (a) the Pledgor's successor agrees and undertakes to continue to perform this Agreement in writing, and (b) such change will not cause this Agreement go against the current Chinese Laws or cause other adverse effects on this Agreement.

Party C undertakes and further agrees that:

- 6.15 If, according to the law, the execution and performance of this Agreement and the pledge of Equity hereunder require the consent, permit, waiver or authorization of any third party, or require the approval, permit or exemption of or the completion of registration or filing procedures with any government authority, Party C will make every effort to assist in obtaining such consent, permit, waiver, authorization, approval or exemption or completing such registration or filing procedures and maintaining its full effectiveness during the term of this Agreement. If Party C's business term expires during the term of this Agreement, Party C shall complete the procedures for extending the business term before the expiration the original business term to ensure the continued effectiveness of this Agreement.
- 6.16 Without prior written consent of the Pledgee, Party C shall not transfer or sell Party C's assets, or create or permit the creation of any Security Interest or other encumbrances on Party C's assets that may affect the rights and interests of the Pledgee in the Equity (including but not limited to the transfer of any intellectual property or any assets of Party C with a value of more than RMB 1 million, or any property rights or use right encumbrances attached thereto).

- 6.17 In the event of any legal action, arbitration or other claim that may adversely affect the Equity of Party C or the interests of the Pledgee under the Transaction Agreements and this Agreement, Party C warrants that it will notify the Pledgee in writing as soon as possible and in a timely manner, and to take all necessary measures to ensure the Pledgee's interest in the pledged Equity at reasonable request of the Pledgee.
- 6.18 Party C shall not have or permit any act or action that may adversely affect the Pledgee's interests under the Transaction Agreements and this Agreement or the Equity.
- 6.19 Party C will, within the first month of each calendar quarter, provide the Pledgee with its financial statements for the previous calendar quarter, including but not limited to the balance sheet, the income statement and the statement of cash flows.
- 6.20 Party C warrants to take all necessary measures and execute all necessary documents at the reasonable request of the Pledgee to ensure the Pledgee's rights and interests in the pledged Equity and the exercise and realization of such rights and interests.
- 6.21 Where Party C is dissolved or liquidated according to Chinese Laws, this Agreement shall be terminated, and Party C and Party B will, to the extent permitted by Chinese Laws, transfer all its assets, including the Equity, to Party A free of charge or at the lowest price permitted by Chinese Laws at the time, or the liquidation team at that time will dispose of all assets, including the Equity, of Party C for the purpose of protecting the interests of shareholders and/or creditors of the overseas direct or indirect parent company of Party A.
- 6.22 Each Party warrants to the other Parties that, once the Pledgee is permitted by Chinese Laws and decides to purchase all the Equity of Party C held by the Pledgor in accordance with the Exclusive Option Agreement, and all the Secured Debts and Contractual Obligations are fully repaid and fulfilled, the Parties will immediately terminate this Agreement.

7. Event of Default

- 7.1 Each of the following events shall be deemed as an Event of Default:
- 7.1.1 The Pledgor breaches or is unable to perform any of its Contractual Obligations under the Exclusive Option Agreement, the Voting Proxy Agreement, the Loan Agreement and/or this Agreement; or Party C breaches or is unable to perform any of its Contractual Obligations under the Exclusive Option Agreement, the Voting Proxy Agreement, the Business Cooperation Agreement, the Loan Agreement and/or this Agreement;
- 7.1.2 Any representation or warranty of the Pledgor in Article 5 hereof contains misrepresentations or errors, and/or the Pledgor violates any warranty in Article 5 hereof and/or any undertaking in Article 6 hereof;
- 7.1.3 The Pledgor or Party C fails to complete the procedures for the registration of the Equity pledge with the Registration Authority in accordance with the provisions hereof;
- 7.1.4 The Pledgor or Party C violates any provision or term of this Agreement;
- 7.1.5 Any of the Pledgor's loans, guarantees, indemnities, commitments or other debt obligations to any third party (a) is required to be repaid or performed in advance due to Pledgor's breach of contract; or (b) is due but cannot be repaid or performed as scheduled;

- 7.1.6 Any approval, license, consent, permit or authorization of or issued by the government authority which makes this Agreement enforceable, legal and effective is withdrawn, suspended, invalidated or materially altered;
- 7.1.7 Any applicable law promulgates which makes this Agreement illegal or prevents the Pledgor from continuing to perform its obligations hereunder;
- 7.1.8 Any property owned by the Pledgor has undergone adverse changes, which causes the Pledgee to believe that the ability of the Pledgor to perform its obligations hereunder has been affected;
- 7.1.9 Party C or its successor or custodian can only partially fulfill or refuse to fulfill their payment obligations under the Business Cooperation Agreement, or the Pledgor and/or Party C can only partially repay or refuse to repay the Secured Debts; and
- 7.1.10 Any other circumstances under which the Pledgee is unable or may be unable to exercise its Pledge Rights.
- 7.2 The Pledgor and Party C shall immediately notify the Pledgee upon becoming aware or discovering that any of the events set forth in Article 7.1 or any event that may lead to the above has occurred.
- 7.3 The Pledgee may, upon or at any time after the occurrence of an Event of Default, issue a Notice of Default to the Pledgor and exercise all of its remedies for breach of contract available under Chinese Laws, the Transaction Agreements and this Agreement, including but not limited to:
- (a) requiring the Pledgor and/or Party C to immediately pay all outstanding payments due and payable under the Business Cooperation Agreement, all arrears under the Transaction Agreements, and all other payments due and payable to the Pledgee, and/or repay the loan; and/or
 - (b) disposing of the Pledge Rights in accordance with Article 8 hereof and/or otherwise disposing of the pledged Equity to the extent permitted by laws (including but not limited to taking precedence over others to be compensated from the monetary value obtained by converting all or part of the Equity into money or from the price of auction or sale of the Equity).

The Pledgee shall have the right to choose to exercise any of the said rights based on its independent judgment, and the other Parties hereto shall unconditionally agree to fully cooperate with respect thereto. The Pledgee shall not be held liable for any losses caused by its reasonable exercise of such rights and powers.

- 7.4 The Pledgee shall have the right to appoint its lawyer or other agent in writing to exercise any and all of its rights and powers mentioned above, and neither the Pledgor nor Party C shall raise any objection thereto.
- 7.5 The Pledgee shall have the right to choose to exercise any or all remedies for breach of contract that it is entitled to simultaneously or successively. The Pledgee does not need to exercise other remedies for breach of contract prior to exercising its rights to auction or sell off the Equity hereunder.

8. Exercise of the Pledge Rights

- 8.1 The Pledgee may exercise the Pledge Rights by sending a written notice to the Pledgor.

- 8.2 When exercising the Pledge Rights, the Pledgee shall have the right to dispose of the pledged Equity to the extent permitted and in accordance with applicable Chinese Laws; All funds received by the Pledgee as a result of exercising the Pledge Rights shall be used in the following order:
- (a) to pay all expenses arising from the Pledgee's disposal of Equity and the exercise of rights (including the lawyers' fees and agent fee);
 - (b) to pay the taxes payable due to the disposal of Equity;
 - (c) to repay the Secured Debts to the Pledgee.
- If there is any remaining amount after deducting the said amounts, such remaining amount (without interest) shall be paid to the Pledgor or other person entitled to it according to relevant Chinese Laws or deposited with the notary office where the Pledgee is located (any and all expenses incurred therefrom shall be paid from the remaining amount).
- 8.3 When the Pledgee disposes of the Pledge Rights in accordance with this Agreement, the Pledgor and Party C shall provide necessary assistance to enable the Pledgee to enforce the Pledge Rights in accordance with this Agreement.
- 8.4 All actual expenses, taxes and legal fees in connection with the creation of the Equity pledge and the realization of the Pledgee's rights hereunder shall be borne by Party C, except for those that should be borne by the Pledgee according to Chinese Laws. In such case, the Pledgee shall have the right to deduct such expenses from the funds obtained from exercising its rights.
- 8.5 The amount of the Secured Debts determined by the Pledgee at its own discretion when exercising its Pledge Rights over the Equity in accordance with the provisions of this Agreement shall be conclusive evidence of the Secured Debts hereunder.

9. Assignment

- 9.1 The Pledgor shall not assign or delegate its rights and obligations hereunder without prior written consent of the Pledgee.
- 9.2 The Pledgor and Party C agree that, to the extent not contrary to Chinese Laws, the Pledgee may delegate or assign any of the rights it may exercise under this Agreement, the Transaction Agreements and other security documents to any third party in any manner and on such terms and conditions as it deems appropriate upon notification to the Pledgor and Party C.
- 9.3 This Agreement shall be binding upon the Pledgor and Party C, their respective successors and permitted assignees (if any), and inure to the benefit of the Pledgee and each of its successors and assignees.
- 9.4 If, at any time, the Pledgee assigns any and all of its rights and obligations under the Transaction Agreements to any party (natural person/legal person) designated by it, the assignee shall enjoy the rights and assume the obligations of the Pledgee hereunder as if it were a signatory to this Agreement. When the Pledgee assigns the rights and obligations under the Transaction Agreements, the Pledgor and/or Party C should execute relevant agreement or other documents related to such assignment at the request of the Pledgee.
- 9.5 If the Pledgee is changed to another person due to the assignment of the Transaction Agreements and/or this Agreement, upon the request of the Pledgee, the Pledgor and Party C should conclude a new equity interest pledge agreement with the new pledgee on the pledged Equity on the same terms and conditions as this Agreement and handle the procedures for the registration of Pledge with respect thereto.
- 9.6 The Pledgor shall strictly abide by the provisions of this Agreement and other contracts signed by any or all of the Parties hereto, including the Transaction Agreements, perform

its obligations under this Agreement and such other contracts (including the Transaction Agreements), and shall not have any act or omission that may affect the validity and enforceability hereof and thereof. Unless instructed by the Pledgee in writing, the Pledgor shall not exercise any remaining rights over the pledged Equity hereunder.

10. Termination

Upon the expiration of the Pledge Period, this Agreement shall be terminated and the Equity pledge hereunder shall be released. The Pledgor and Party C shall record the release of the Equity pledge in the register of shareholders of Party C, and handle the procedures for the de-registration of the Equity pledge with relevant Registration Authority. Any and all reasonable expenses incurred due to the release of the Equity pledge shall be borne by the Pledgor and Party C. Article 12, 13 and 19.5 of this Agreement shall survive the termination of this Agreement.

11. Handling Fee and Other Fees

All fees and actual costs related to this Agreement, including but not limited to attorney's fees, production costs, stamp duties, and any other taxes and expenses, shall be borne by Party C. If the Pledgee is required to bear certain taxes or fees by applicable Chinese Laws, the Pledgor shall cause Party C to fully repay the taxes or fees paid by the Pledgee.

12. Confidentiality

The Parties acknowledge that all oral or written information exchanged by them hereunder is confidential ("**Confidential Information**"). Party B and Party C shall keep the Confidential Information in strictly confidential, and shall not disclose it to any third party without prior written consent of Party A, other than the information: (a) that is already known to the public (other than through unauthorized disclosure by the receiving Party); (b) that is required to be disclosed by applicable laws or the rules or regulations of any stock exchange; or (c) that is required to be disclosed by Party B or Party C to its legal or financial advisor for the transactions contemplated hereunder, provided that such legal or financial advisor should also assume the obligations of confidentiality similar to those specified in this Article. If any employee of or any entity engaged by Party B or Party C discloses the Confidential Information in violation of this Agreement, Party B or Party C shall be held liable as if such disclosure is made by Party B or Party C itself. This Article shall remain in force no matter this Agreement is invalid or terminated for any reason.

13. Governing Law and Dispute Resolution

13.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the dispute resolution hereunder shall be governed by the laws of China.

13.2 Any and all disputes arising from the interpretation and performance of this Agreement shall be first resolved by the Parties through friendly negotiation. If no agreement can be reached within thirty (30) days after any Party requests the other Parties to resolve the dispute through negotiation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with its current arbitration rules. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding upon all Parties. The arbitration tribunal may decide to use Party C's Equity interests, assets or property interests to compensate the Pledgee for its losses caused by any other Party's breach of contract, or award compulsory relief in respect of relevant business or mandatory asset transfer, or order Party C to go bankrupt and liquidate. After the arbitral award comes into force, any Party shall have the right to apply to the courts with jurisdiction for enforcement of the arbitral award. If necessary, the arbitration institution

shall have the right to order that the Breaching Party should immediately stop the breach of contract or that the Breaching Party should not conduct any act that may lead to further expansion of the losses suffered by the Pledgee before making a final decision on the dispute between the Parties. The courts of Mainland China, Hong Kong, the Cayman Islands or other courts with jurisdiction (including the courts of the place where Party C is registered, the courts of the place where Party C's or the Pledgee's main assets are located) shall also have the right to grant or enforce the award of the arbitration tribunal, or award or enforce temporary relief for Party C's Equity interests or property interests, or make a ruling or judgment to grant temporary relief to the Party who initiated the arbitration pending the formation of the arbitration tribunal or under other appropriate circumstances, such as ruling or judgment that the Breaching Party should immediately stop the breach or ruling that the Breaching Party should not conduct any act that may lead to further expansion of the losses suffered by the Pledgee.

13.3 In case of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties shall continue to exercise their respective rights and perform their respective obligations hereunder except for the matters in dispute.

13.4 If, at any time after the date of this Agreement, any Chinese Law is promulgated or there is any change in any existing Chinese Law or change in the interpretation or application of any existing Chinese Law, (a) and if such newly promulgated or changed law is more favorable to Party A compared with the Chinese Laws in effect on the date of this Agreement (while the other Parties are not seriously affected), the Parties shall apply for to obtain the benefits caused by such change or new promulgation of laws in a timely manner and use their best efforts to obtain the approval of the application; or (b) if Party A's economic interests hereunder are directly or indirectly adversely affected by such change or new promulgation of laws, this Agreement shall continue to be performed in accordance with its original provisions and the Parties shall use all legal means to obtain exemption from compliance with the changed or newly promulgated laws, both to the extent permitted by Chinese Laws. If the adverse effect on Party A's economic interests cannot be resolved in accordance with the provisions of this Agreement, the Parties shall timely consult with each other to make all necessary amendments to this Agreement to maintain Party A's economic interests hereunder.

14. Force Majeure

14.1 "Force Majeure" refers to any unforeseeable, unavoidable and insurmountable event which makes any Party unable to perform all or any part of its obligations hereunder, including but not limited to earthquakes, typhoons, floods, wars, strikes, riots, government actions, legal provisions or changes in the application thereof.

14.2 If a Force Majeure event occurs which affects any Party's performance of any of its obligations hereunder, such performance shall be automatically suspended during the period of delay caused by the Force Majeure, and the performance period shall be automatically extended for a period equal to the suspended period, and the affected Party will not be subject to punishment or liability for such suspension and extension. In case of Force Majeure, the Parties shall immediately consult with each other to seek a just solution and make every reasonable effort to minimize the impact of Force Majeure.

15. Notice

15.1 Any and all notices and other communications required or permitted to be sent hereunder shall be served to the address, fax number and e-mail address of the notified Party set forth in Annex I hereto by hand, prepaid registered mail, express service, fax or e-mail. For each notice, a copy thereof shall be sent by email for confirmation purpose. A notice shall be deemed to be validly served:

- 15.1.1 on the date when it is received or rejected at the designated mailing address if it is sent by hand, express service or prepaid registered mail;
 - 15.1.2 on the date of successful transmission (as evidenced by the fax receipt generated by the fax machine) if it is sent by fax; or
 - 15.1.3 on the date of successful sending if it is sent by email.
- 15.2 Any Party may change its mailing address, fax number and/or e-mail address of notice at any time by sending a notice to the other Parties in accordance with the provisions of this Article.

16. Severability

If any one or more provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect according to any law or regulation, the validity, legality or enforceability of the other provisions shall not be affected or impaired in any respect. The Parties shall negotiate with each other in good faith to replace such invalid, illegal or unenforceable provisions with valid, legal and enforceable provisions with the economic effects as similar as those of such invalid, illegal or unenforceable provisions to the maximum extent permitted by law and expected by the Parties.

17. Annex

The annexes hereto shall constitute an integral part of this Agreement.

18. Effectiveness, Amendment, Modification, Supplement and Counterpart

- 18.1 This Agreement shall take effect as of the date of signing by the Parties, and the Equity pledge hereunder shall take effect as of the date of completing relevant registration procedures with the Registration Authority.
- 18.2 No amendment, modification and supplement to this Agreement shall take effect unless it is made in writing and is signed or sealed by all the Parties, and relevant government registration procedures have been completed (if applicable).
- 18.3 If the U.S. Securities and Exchange Commission (“SEC”), the Stock Exchange of Hong Kong Limited (“SEHK”) or other regulatory authorities propose any modification to this Agreement, or any change related to this Agreement is required by the rules or relevant requirements of the SEC and the SEHK, both Parties shall modify this Agreement accordingly.
- 18.4 This Agreement is made in four (4) copies, with the Pledgor, the Pledgee and Party C each holding one (1) of them and the rest one being submitted to the Registration Authority. Each copy shall have the same effect.

19. Miscellaneous

- 19.1 Except for the written amendments, supplements or modification made after the signing of this Agreement, this Agreement shall constitute the entire agreement and shall replace all prior oral and written negotiations, statements and contracts reached by the Parties on the subject matter hereof.
- 19.2 This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

- 19.3 Any Party may waive its rights hereunder, but such waiver by Party B and Party C must be made in writing and signed by Party A. A Party's waiver of the default of any other Party under a certain circumstance shall not be deemed as a waiver of similar default under any other circumstance.
- 19.4 The headings of this Agreement are inserted for convenience only and shall not be used to interpret, explain, or otherwise affect the meaning of, the provisions of this Agreement.
- 19.5 Each Party agrees to promptly execute further documents and take further actions reasonably necessary for or conducive to the implementation of the provisions hereof or the achievement of the purposes hereof.
- 19.6 Without prejudice to the Transaction Agreements and other provisions of this Agreement, if at any time due to the promulgation or amendment of any Chinese Law, or due to any change in the interpretation or application of such Chinese Laws, or due to any change in relevant registration procedures, the Pledgee believes that it is illegal or contrary to Chinese Laws to maintain the Pledge Rights hereunder in effect and/or disposing of the Equity in the manner specified herein, the Pledgor and Party C shall immediately take any action and/or execute any agreement or other documents in accordance with Pledgee's written instructions and reasonable requirements to: (a) maintain this Agreement and the Pledge Rights hereunder in effect; (b) facilitate the disposal of the Equity in the manner specified herein; and/or (c) maintain or realize the security created or intended to be created hereby.
- 19.7 This Agreement is a legal document independent of the Transaction Agreements and other security documents. The invalidity of any Transaction Agreement or any other security document shall not affect the rights and obligations of the Parties hereunder. If any Transaction Agreement or any other security document is declared invalid, but the Pledgor still has outstanding Contractual Obligations and/or still owes Secured Debts to the Pledgee, the Equity hereunder shall still be used as collateral for the Contractual Obligations and Secured Debts, until the Pledgor has paid off all the Secured Debts and fulfilled all the Contractual Obligations.

(Remainder of this page is intentionally left blank.)

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this *Equity Interest Pledge Agreement* to be executed on the date and at the place first above written.

Party B:

[Name of Shareholder of VIE] (seal)

Company seal: /s/ [Name of Shareholder of VIE]

Signature:	/s/ [Name of the Authorized Representative of Shareholder of VIE]
Authorized Representative:	<u>[Name of the Authorized Representative of Shareholder of VIE]</u>

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this *Equity Interest Pledge Agreement* to be executed on the date and at the place first above written.

Party C:

[Name of VIE] (seal)

Company seal: /s/ [Name of VIE]

Signature:	/s/ [Name of the Authorized Representative of VIE]
Authorized	_____
Representative:	[Name of the Authorized Representative of VIE]

Annex I

For the purpose of notification, the contact details of each Party are as follows:

Party A:

Shanghai Qiyue Information & Technology Co., Ltd

Address: Room 1109, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai

Tel:

Party B:

[Name of Shareholder of VIE]

Address: [Address of Shareholder of VIE]

Tel:

Party C:

[Name of VIE]

Address: [Address of VIE]

Tel:

Schedule of Material Differences

One or more persons entered into equity interest pledge agreement with Shanghai Qiyue Information Technology Co., Ltd. using this form. Pursuant to Instruction 2 to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

<u>No.</u>	<u>Name of VIE or Its Shareholder</u>	<u>Unified Social Credit Code of VIE or Its Shareholder</u>	<u>Address of VIE or Its Shareholder</u>	<u>City of Registration of VIE</u>	<u>Registered Capital of VIE</u>	<u>Name of the Authorized Representative of VIE or Its Shareholder</u>	<u>Execution Date</u>
1	Shanghai Qibutianxia Information Technology Co., Ltd	91110106796743693W	Floor 2, 3, 21 and 22, Yunling East Road No. 89, Putuo District, Shanghai			LIU Wei	June 1, 2022
2	Beijing Zhongxin Baoxin Technology Co., Ltd	911101087916221632	No. 1003-17, F/10, Building 1, Xinxin Road No. 28, Haidian District, Beijing			LIU Wei	June 1, 2022
3	Beijing Qicaitianxia Technology Co., Ltd	91110107MA008U1E3A	Room A-2684, F/2, Building 3, Yard 30, Shixing Street, Shijingshan District, Beijing			YIN Hongguang	June 1, 2022
4	Shanghai Qiyue Information & Technology Co., Ltd	91310230MAIUXJYF7E	Room 1118, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	Shanghai	RMB200 million	SUN Mengjie	June 1, 2022
5	Shanghai 360 Financing Guarantee Co., Ltd	91310000MA1FL6JW6P	Room 201, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	Shanghai	RMB130 million	GUO Shijun	June 1, 2022
6	Fuzhou 360 Financing Guarantee Co., Ltd	91350100MA31UJWL4W	Management Room of Longjiang Ecological Culture Park, Yinxi Street, Fuqing, Fuzhou City, Fujian Province	Fuzhou City	RMB3,700 million	LIU Xiong	June 1, 2022

EX-4.7 8 qfin-20221231xex4d7.htm EXHIBIT 4.7

Exhibit 4.7

Exclusive Business Cooperation Agreement

This Exclusive Business Cooperation Agreement (this “**Agreement**”) is entered into by and between the following parties in Beijing, China on [Execution Date]:

Party A: **Shanghai Qiyue Information & Technology Co., Ltd**
Address: Room 1109, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai

Party B: [Name of VIE]
Address: [Address of VIE]

Party A and Party B are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

1. Party A is a wholly foreign-owned enterprise established in the People’s Republic of China (“**China**”), and its scope of business is as follows: “General items: technical development, technical consultation, technology transfer, and technical services in the fields of information technology and computer technology; business management; advertising production; advertising design and agency; advertising release (non radio, television, newspaper publishing units); computer system services; data processing and storage support services; socioeconomic advisory services; tax services; information technology consulting services; information system integration services; information system operation and maintenance services. (Except for the items that are subject to approval according to law, business activities can be independently carried out against business license according to law)”;
2. Party B is a limited liability company established in China, and its scope of business is as follows: [Scope of Business of VIE]. All business activities that are or will be operated and developed by Party B now and at any time during the term of this Agreement are collectively referred to as “**Primary Business**”;
3. Party A agrees to utilize its manpower, technology, and information advantages to provide relevant exclusive technical services, technical consulting, and other services (see below for the specific scope thereof) to Party B in accordance with the provisions and during the term of this Agreement, and Party B agrees to accept such services provided by Party A or its designated party (including the direct or indirect overseas parent company of Party A or any subsidiary directly or indirectly controlled by Party A) in accordance with the provisions of this Agreement; and
4. Party A and Party B intend to enter into this Agreement on business cooperation between both Parties.

THEREFORE, the Parties hereby reach an agreement as follows through mutual consultation:

1. Party A’s Provision of Services

- 1.1 Subject to the terms and conditions of this Agreement, Party B hereby appoints Party A to serve as an exclusive service provider during the term of this Agreement to provide comprehensive business support, technical services, and consulting services to Party B, including all or part of the services within the scope of Party A’s business as determined by Party A from time to time, as specified in Annex I hereto (“**Services**”).
- 1.2 Party B agrees to accept the consulting service and other services provided by Party A. Party B further agrees that, unless it obtains prior written consent of

Party A, it shall not and shall cause its controlled subsidiaries not to accept any consulting service and/or other services provided by any third party that is the same or similar to those hereunder, and shall not cooperate with any third party with respect thereto during the term of this Agreement. Party A may designate any other party to provide Party B with the consulting service and/or other services hereunder (such designated party may enter into any or all of the agreements set forth in Article 1.4 hereof with Party B).

1.3 In order to ensure that Party B has the cash flow required for its daily operations and/or offset any losses incurred in its operation process, regardless of whether Party B actually incurred any such operational losses, Party A may, at its sole discretion, provide financial support to Party B through loans to the extent permitted by Chinese laws and enter into separate loan contracts with Party B.

1.4 Methods of Provision of Services

(1) For the purpose of performing this Agreement, both Parties agree that during the term of this Agreement, both Parties may directly, or indirectly through their respective affiliates with corresponding service capabilities and resources, enter into other technical service agreements and consulting service agreements to facilitate Party A's provision of services to Party B, which shall specify the content, methods, personnel and fees of specific services.

(2) For the purpose of performing this Agreement, both Parties agree that during the term of this Agreement, both Parties may directly, or indirectly through their respective affiliates, enter into intellectual property (including but not limited to software copyrights, trademarks, patents, domain names) license agreements, which shall allow Party B to use relevant intellectual property owned by Party A and its affiliates at any time according to Party B's business needs after paying related fees to Party A (included in the Service Fee agreed in Article 2.1 below).

(3) For the purpose of performing this Agreement, both Parties agree that during the term of this Agreement, both Parties may directly or indirectly through their respective affiliates, enter into equipment leasing agreements, which shall allow Party B to use Party A's relevant equipment at any time according to Party B's business needs after paying related fees to Party A (included in the Service Fee agreed in Article 2.1 below).

(4) For the purpose of performing this Agreement, both Parties agree that during the term of this Agreement, both Parties may directly or indirectly through their respective affiliates, enter into other agreements to facilitate Party A's provision of services to Party B.

(5) Party A may, at its discretion, designate any third party with the ability and resources to provide all or part of the Services hereunder, but Party A shall be prudent in the selection of the third party. Party A agrees to assume the legal liability hereunder for the work results of the third party, unless Party B and the third party otherwise agreed. Party B hereby acknowledges that Party A has the right to transfer its rights and obligations hereunder to any third party.

1.5 For the purpose of performing this Agreement, both Parties shall promptly communicate and exchange with each other various information related to their

business and/or their customers. The Services provided by Party A hereunder are exclusive. In case of any agreement pursuant to which any third party provides to Party B any service that is the same or similar to the Services provided by Party A to Party B hereunder and which agreement exists on the date of this Agreement and recognized by Party A in writing, Party B may continue to perform such agreement. For any agreement that Party A does not agree to Party B's continued performance, Party B shall immediately terminate the agreement with the third party and bear any costs and liabilities arising from the termination thereof. For other contracts that are being performed by Party B or other legal documents that stipulate Party B's obligations, Party B shall continue to perform thereof, and shall not change, modify or terminate them without Party A's prior written consent.

1.6 In order to clarify the rights and obligations of both Parties and enable the actual performance of the provisions above, both Parties agree that, to the extent permitted by the Chinese laws:

- (1) Party B shall operate in accordance with the opinions or suggestions contained in the Services provided by Party A under Article 1.1 hereof.
- (2) Except for the retention of Party B's original directors, supervisors, and senior officers as agreed by Party A, Party B will appoint the persons recommended by Party A to serve as Party B's directors and supervisors respectively in accordance with the procedures prescribed by Chinese laws, and, subject to Chinese laws, appoint the persons recommended by Party A to serve as Party B's general manager, financial director and other senior officers to be responsible for and supervising Party B's business and operations. Subject to Chinese laws and regulations and without prior written consent of Party A, Party B shall not remove any directors, supervisors or senior officer recommended by Party A for any reason other than the reason of retirement, resignation, incompetence or death.
- (3) Party B agrees to cause its directors, supervisors and senior officers to exercise their powers and perform their obligations under Chinese laws and Party B's articles of association in accordance with Party A's instructions.
- (4) Party A shall have the right to set up and adjust Party B's organizational structure and conduct human resource management.
- (5) Party A shall have the right to conduct any business related to the Services in the name of Party B, and Party B shall provide all support and convenience necessary for Party A to smoothly conduct such business, including but not limited to issuing to Party A all letters of authorization necessary to provide the Services.
- (6) Subject to Chinese laws, Party A shall have the right to regularly and at any time audit Party B's accounts, and Party B shall promptly and accurately keep accounts and provide Party A with its accounts at the request of Party A. During the term hereof, Party B agrees to cooperate with Party A and its corporate shareholders (which only refers to 360 Digi Tech, Inc. and its controlled subsidiaries, the same hereinafter) in conducting audits (including but not limited to related-party transaction audits and other types of audits), and providing Party A, its corporate shareholders and/or its auditors with information and materials related to Party B's operations, business, customers, finance

and employees, and agrees that Party A's shareholders disclose such information and materials as required by securities regulatory authority.

- (7) Party B agrees to deliver the certificates and corporate seals which are important to its daily operations, including its business license, qualification certificates related to business operations, official seals, contract seals, special financial seals and legal representative seals, to the directors, legal representatives, general managers, financial directors and other senior officers that are recommended by Party A and appointed by Party B in accordance with legal procedures for safekeeping.

1.7 Both Parties agree that the Services provided by Party A to Party B hereunder are also applicable to the subsidiaries controlled by both Parties, and both Parties shall cause their respective controlled subsidiaries to exercise their rights and perform their obligations in accordance with this Agreement.

1.8 Where Party B is dissolved or liquidated according to Chinese law, Party B will, to the extent permitted by Chinese law, appoint the persons recommended by Party A to form a liquidation team to manage the assets of Party B and its subsidiaries and transfer all its assets, including equity, to Party A free of charge or at the lowest price permitted by Chinese laws at the time, or the liquidation team at that time will dispose of all assets, including equity, of Party B for the purpose of protecting the interests of shareholders and/or creditors of the overseas direct or indirect parent company of Party A.

2. Calculation and Payment of Service Fee, Financial Statements, Audit and Taxation

2.1 With respect to the Services provided by Party A hereunder, Party B and its controlled subsidiaries shall, after the end of each financial year during the term of this Agreement, pay the remaining income of Party B and its controlled subsidiaries (including accumulated income of previous financial years) after making up for the losses of previous years (if applicable), deducting the necessary costs, expenses, taxes incurred in the financial year and allocating the statutory reserve fund that must be accrued according to law (that is, the consolidated net profit) to Party A as the service fee ("**Service Fee**") to the extent permitted by Chinese laws. The Service Fee includes all economic benefits related to Party B's operation during the term of this Agreement, and Party A shall have the right to determinate the said deductible items. The amount of such Service Fee shall be determined by Party A, and Party A shall have the right to adjust such Service Fee at its sole discretion. The following factors shall be taken into consideration in the calculation and adjustment of the Service Fee: (a) the difficulties of the management and technical services provided by Party A, as well as the complexity of the management and technical consulting service and other services provided by Party A; (b) the time required for relevant personnel of Party A to provide such management and technical consulting service and other services; (c) the specific content and commercial value of the management and technical consulting service and other services provided by Party A; (d) the specific content and commercial value of the intellectual property licensing and leasing services provided by Party A; (e) the market prices for the same type of services. The said Service Fee shall be paid by Party B to the bank account designated by Party A through bank remittance or other methods approved by both Parties within five working days after Party A gives a payment instruction to Party B (Party A may change such payment instruction from time to time). Both Parties agree that, in principle, the payment of the said Service Fee should not cause any difficulty in the operation of either Party in the current year. For the said purpose and to the extent of the said

principles, Party A shall have the right to agree to a delay in Party B's payment to avoid any financial difficulties of Party B and to make any other adjustment to the scope and amount of the Service Fee that it deems reasonable, including but not limited to any adjustment made in accordance with Chinese tax-related laws, provided that it should notify Party B in writing in advance. Party B should accept the said adjustment made by Party A.

- 2.2 Party A agrees that when Party B suffers from operational losses or serious operational difficulties, Party A shall have the right to decide to provide financial support to Party B. In the event of the said situation, only Party A has the right to decide whether to continue the operation of Party B, and Party B shall unconditionally agree to Party A's decision.
- 2.3 Within 60 days after the end of each financial year (the "**Previous Financial Year**"), Party B shall (a) provide Party A with the consolidated financial statements of Party B for the Previous Financial Year, which shall be audited by an independent certified public accountant approved by Party A; (b) if the audited financial statements show any shortage in the total amount of Service Fee paid by Party B to Party A during the Previous Financial Year, pay the difference to Party A within 5 working days from the date of discovery of the difference by Party A or Party B.
- 2.4 Party B shall prepare financial statements that meet the requirements of Party A in accordance with applicable laws, generally recognized accounting standards and business practices.
- 2.5 Party A and/or its designated auditor shall have the right, upon prior notice, to audit Party B's relevant books and records at Party B's premises and make copies of such books and records as necessary to verify the accuracy of Party B's income amount and statements. Party B shall provide relevant information and materials related to its operations, business, customers, finance, employees, etc. as required by Party A, and agree that Party A or its corporate shareholders discloses such information and materials when necessary.
- 2.6 The tax burden of each Party arising from the execution of this Agreement shall be borne by each Party respectively.

3. **Intellectual Property and Confidentiality**

- 3.1 For the purpose of performing this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties or their affiliates may enter into intellectual property (including but not limited to software copyrights, trademarks, patents, technical secrets, trade secrets and other intellectual property) licensing agreements, which will allow both Parties to use the other Party's intellectual property according to their business needs. In particular, Party A or its affiliates shall have the right to freely use all intellectual property owned by Party B or its affiliates and related rights in accordance with such licensing agreements.
- 3.2 Unless otherwise agreed by Party A in writing in advance, Party A shall have exclusive and proprietary rights and interests in any rights, title, interests or intellectual property generated or created by the operation of Party B or its controlled subsidiaries based on Party A's provision of the Services hereunder to Party B and its controlled subsidiaries during the term of this Agreement, including but not limited to all existing and future copyrights, patents (including invention patents, utility model patents and design patents), trademarks, trade names, brands, software, technical secrets, trade secrets, all related goodwill,

domain names and any other similar rights (“**Such Rights**”), regardless of whether they were developed by Party A or Party B. Party B shall not claim any Such Rights against Party A, and shall execute all documents and take all actions necessary to make Party A the owner of Such Rights. Party B further warrants that Such Rights are free from any defects in rights, and will indemnify Party A for any losses caused by any such defect.

- 3.3 Without prior written consent of Party A, Party B shall not and shall cause its controlled subsidiaries to not transfer, assign, pledge, license or otherwise dispose of any Such Rights or any intellectual property rights enjoyed by Party B and its controlled subsidiaries as of the date hereof, including but not limited to all existing and future copyrights, patents (including invention patents, utility model patents and design patents), trademarks, trade names, brands, software, technical secrets, trade secrets, all related goodwill, domain names and any other similar rights (“**Corresponding Rights**”).
- 3.4 Party B shall dispose of any Corresponding Rights as instructed by Party A from time to time, including but not limited to transferring or authorizing the Corresponding Rights to Party A or its designated person to the extent permitted by Chinese laws.
- 3.5 The Parties acknowledge that all oral or written information exchanged by them hereunder is confidential (“**Confidential Information**”). Party B shall keep the Confidential Information in strictly confidential, and shall not disclose it to any third party without prior written consent of Party A, other than the information: (a) that is already known to the public (other than through unauthorized disclosure by the receiving Party); (b) that is required to be disclosed by applicable laws or the rules or regulations of any stock exchange; or (c) that is required to be disclosed by Party B to its legal or financial advisor for the transactions contemplated hereunder, provided that such legal or financial advisor should also assume the obligations of confidentiality similar to those specified in this Article. If any employee of or any entity engaged by Party B discloses the Confidential Information in violation of this Agreement, Party B shall be held liable as if such disclosure is made by Party B itself. This Article shall remain in force no matter this Agreement is invalid or terminated for any reason.
- 3.6 Party B shall not execute any document or make any commitment that has a conflict of interest with any agreement or other legal documents that is executed and being performed by Party A and its designated person, nor shall it cause any conflict of interest between Party B and Party A and its shareholders by any act or omission. If such conflict of interest arises (Party A shall have the right to unilaterally decide whether or not such conflict of interest arises), Party B shall take measures to eliminate it as soon as possible with the consent of Party A or its designated person. If Party B refuses to take measures to eliminate the conflict of interest, Party A will have the right to exercise the Options under the *Exclusive Option Agreement*.
- 3.7 During the term of this Agreement, all customer information and other relevant materials related to Party B’s business and the Services provided by Party A shall belong to Party A.
- 3.8 Both Parties agree that this Article 3 shall remain valid no matter whether this Agreement is changed, rescinded or terminated.

4. Representations and Warranties

4.1 Party A represents and warrants that:

- (1) It is a wholly foreign-owned enterprise legally registered and validly existing under the laws of China with independent corporate capacity. It has full and independent legal status and legal capacity, and has duly authorized to execute, deliver and perform this Agreement and can independently serve as a subject of litigation.
- (2) Its execution and performance of this Agreement are within the scope of its corporate capacity and business operation. It has obtained all necessary licenses, filing documents and qualifications to provide the Services hereunder. It has taken all necessary corporate actions, and has been duly authorized by and obtained the consent and approval (if necessary) from third parties and government authorities to complete the transactions contemplated hereunder, and its execution and performance of this Agreement will not violate any laws or other restrictions that are binding or affecting it.
- (3) This Agreement, once executed and delivered, will constitute the legal, valid and binding obligation of it, and is enforceable against it in accordance with the terms of this Agreement.
- (4) There is no pending, or to the best of its knowledge, threatened, litigation, arbitration or other judicial or administrative proceedings that will affect its ability to perform its obligations hereunder.

4.2 Party B represents, warrants and undertakes that:

- (1) It is a limited liability company legally registered and validly existing under the laws of China. It has the independent corporate capacity, full and independent legal status and legal capacity, and can independently serve as a subject of litigation. It has obtained all necessary authorization to execute, deliver, and perform this Agreement.
- (2) Its acceptance of the Services provided by Party A does not violate any Chinese law. Its execution and performance of this Agreement are within the scope of its corporate capacity and business operation. It has taken all necessary corporate actions, and has been duly authorized by and obtained the consent and approval (if necessary) from third parties and government authorities to complete the transactions contemplated hereunder, and its execution and performance of this Agreement will not violate any legal or other restrictions that are binding or affecting Party B.
- (3) This Agreement, once executed and delivered, will constitute the legal, valid and binding obligation of it, and is enforceable against it in accordance with the terms of this Agreement.
- (4) There is no pending, or to the best of its knowledge, threatened, litigation, arbitration or other judicial or administrative proceedings that will affect its ability to perform its obligations hereunder. It will notify Party A immediately after becoming aware of any actual or threatened litigation, arbitration or other judicial or administrative penalty in connection with its assets, business or income, and will not reach a settlement regarding such proceedings unless it obtains prior written consent of Party A.

- (5) It will, in accordance with the provisions of this Agreement, timely and fully pay the Service Fee to Party A, maintain the effectiveness of the licenses and qualifications related to its and its controlled subsidiaries' business during the service period, assist Party A and actively cooperate with Party A in all matters necessary for Party A to effectively perform its duties and obligations hereunder, accept Party A's reasonable opinions and suggestions on its and its controlled subsidiaries' business.
- (6) As of the date hereof, it will not, and will cause its controlled subsidiaries to not, sell, transfer, mortgage or otherwise dispose of the legitimate rights and interests in any of their assets (except for the assets required for daily business operation and with an amount of less than RMB 1 million), business, management rights or income without prior written consent of Party A.
- (7) Without prior written consent of Party A, it will not pay any fee to any third party in any name (except for the reasonable expenses incurred in the ordinary course of business), or exempt any third party from its debts, or lend or borrow any money to/from any third party, or provide guarantee or assurance for any third party, or permit any third party to create any other Security Interest on its assets or interests.
- (8) As of the date hereof, it will not, and will cause its controlled subsidiaries to not, incur, inherit, guarantee or permit the existence of any debt (except for the debts required for daily business operation and with an amount of less than RMB 1 million) without prior written consent of Party A.
- (9) As of the date hereof, it will not, and will cause its controlled subsidiaries to not, enter into any major contract (except for the contracts required for the daily business operation and with an amount of less than RMB 1 million) or enter into any other contract, agreement, or arrangement that conflicts with this Agreement or may harm Party A's rights and interests under this Agreement, without prior written consent of Party A.
- (10) As of the date hereof, it will not, and will cause its controlled subsidiaries to not: (a) merge, combine or form an association with any third party; (b) invest in or acquire any third party, or be invested, acquired or controlled by any third party; (c) increase or reduce its registered capital, or otherwise change its corporate form or capital structure, or accept investment or increased capital contribution from any existing shareholder or third party; (d) conduct liquidation or dissolution, without prior written consent of Party A.
- (11) To the extent permitted by Chinese laws, it will appoint candidates recommended by Party A to serve as its directors, supervisors or senior officers, and will not refuse to do so for any reason unless it obtains prior written consent of Party A or has legal reasons.
- (12) It has, and will maintain the effectiveness of, all government permits, licenses, authorizations and approvals necessary for it to conduct its business during the term of this Agreement. If, during the term of this Agreement, such government permits, licenses, authorizations and approvals necessary for it to conduct its business are required to be changed and/or increased due to any change in the regulations of

relevant government authorities, it will make the change and/or supplement accordingly.

- (13) It will inform Party A of any situation that has or may have a material adverse impact on its business and operations in a timely manner, and use its best efforts to prevent the occurrence of such situations and/or the expansion of losses.
 - (14) Without prior written consent of Party A, it and/or its controlled subsidiaries will not modify the articles of association, change the Primary Business, or make major adjustment to the business scope, business mode, profit model, marketing strategy, business policies, or customer relationships.
 - (15) Without prior written consent of Party A, it and/or its controlled subsidiaries will not enter into any partnership, joint venture, profit sharing arrangement, or any other arrangement to transfer benefits or achieve profit sharing in the form of royalties, service fees, or consulting fees, with any third party.
 - (16) At the request of Party A from time to time, it will provide Party A with information about its business management and financial situation.
 - (17) Without prior written consent of Party A, it will not declare or distribute bonus, dividends or any other benefits to its shareholders.
 - (18) It will provide Party A with any technical or other materials, and permit Party A to use any facilities, materials, or information, that Party A deems necessary or useful for providing the Services hereunder.
 - (19) Without prior written consent of Party A, it will not change, replace or remove any of its directors, supervisors, and senior officers.
- 4.3 In the event of bankruptcy, dissolution or liquidation of Party B's registered shareholder or any other circumstances that may affect the registered shareholder's holding of Party B's equity, Party B shall ensure that such circumstances will not affect its performance of this Agreement.
- 4.4 Each Party warrants to the other Party that they will immediately terminate this Agreement once Party A decides to directly hold the equity of Party B to the extent permitted by Chinese laws, and Party A and/or its controlled subsidiaries and branches can legally engage in Party B's business.

5. Effectiveness and Validity

This Agreement shall take effect as of the date of signing by both Parties, and shall remain valid until it is terminated in accordance with Article 6.1.

6. Termination

6.1 This Agreement shall be terminated:

- (a) on the date of Party B's bankruptcy, liquidation, termination or legal dissolution if it becomes bankrupt, liquidated, terminated, or legally dissolved during the term of this Agreement;

- (b) on the date when all equity and assets of Party B have been transferred to Party A or the Party designated by Party A in accordance with the *Exclusive Option Agreement* signed by both Parties and the shareholder of Party B on [Execution Date];
 - (c) on the date when Party A or the Party designated by Party A is officially registered as a shareholder of Party B once Party A is permitted by Chinese laws to directly hold the equity of Party B and Party A and its subsidiaries and branches can legally engage in Party B's business;
 - (d) on the date when relevant government authority refuses to renew the business term of Party A or Party B upon its expiration;
 - (e) on the expiration date of the written notice of terminating this Agreement sent by Party A 30 days' in advance at any time during the term of this Agreement;
 - (f) in advance in accordance with Article 7 or any other provision of this Agreement.
- 6.2 During the term of this Agreement, Party B shall not unilaterally terminate this Agreement, while Party A may terminate this Agreement in accordance with Article 6.1 (d) above without assuming any liability for any breach of contract.
- 6.3 The rights and obligations of both Parties under Articles 3.5, 8, 10, 11, and 16.3 shall survive the termination of this Agreement.
- 6.4 Early termination of this Agreement for any reason does not exempt either Party from its payment obligations hereunder (including but not limited to the obligations to pay Service Fee) that become due before the date of termination, nor does it exempt any liability for breach of contract that occurred before the termination of this Agreement. Party B shall, within fifteen (15) working days from the date of termination of this Agreement, pay to Party A the Service Fee payable occurred before the termination of this Agreement.

7. Liability for Breach

- 7.1 Unless otherwise specified elsewhere in this Agreement, if either Party (the "**Breaching Party**") fails to perform its obligations hereunder or otherwise breaches this Agreement, the other Party (the "**Non-Breaching Party**") may: (a) send a written notice to the Breaching Party, stating the nature and scope of the breach and requiring the Breaching Party to remedy the breach at its own expense within a reasonable period specified in the notice (the "**Remedy Period**"). If the Breaching Party fails to remedy the breach within the Remedy Period, the Non-Breaching Party shall have the right to require the Breaching Party to bear all liabilities arising from its breach and compensate all actual economic losses caused to the Non-Breaching Party due to its breach, including but not limited to attorney's fees, litigation or arbitration costs arising from litigation or arbitration procedures related to such breach. In addition, the Non-Breaching Party shall also have the right to require the Breaching Party to enforce this Agreement, or apply to relevant arbitration institution or court to order the specific performance and/or enforcement of the provisions hereof; (b) terminate this Agreement and require the Breaching Party to bear all liabilities arising from its breach and make full compensation for damages due to its breach; or (c) convert the pledged equity into money, or auction or sell off the pledged equity according to the provisions of the *Equity Interest Pledge*

Agreement concluded by both Parties and the existing shareholder of Party B on [Execution Date] and take precedence over others to be compensated from the price of the conversion, auction or sale, and require the Breaching Party to bear all losses caused thereby. The Non-Breaching Party's exercise of the said relief shall not affect its exercise of any other relief in accordance with the provisions of this Agreement and laws.

- 7.2 Both Parties agree and acknowledge that, if Party B is the Breaching Party, Party A shall have the right to unilaterally terminate this Agreement immediately and require the Breaching Party to make full compensation for damages unless otherwise stipulated by Chinese laws.

8. Governing Law, Dispute Resolution and Change of Law

- 8.1 The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the dispute resolution hereunder shall be governed by the laws of China.
- 8.2 Any and all disputes arising from the interpretation and performance of this Agreement shall be first resolved by the Parties through friendly negotiation. If no agreement can be reached within thirty (30) days after either Party requests the other Party to resolve the dispute through negotiation, either Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with its current arbitration rules. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding upon both Parties. The arbitration tribunal may decide to use Party B's equity interests, assets or property interests to compensate Party A for its losses caused by Party B's breach of contract, or award compulsory relief in respect of relevant business or mandatory asset transfer, or order Party B to go bankrupt and liquidate. After the arbitral award comes into force, either Party shall have the right to apply to the courts with jurisdiction for enforcement of the arbitral award. If necessary, the arbitration institution shall have the right to order that the Breaching Party should immediately stop the breach of contract or that the Breaching Party should not conduct any act that may lead to further expansion of the losses suffered by Party A before making a final decision on the dispute between the Parties. The courts of Mainland China, Hong Kong, the Cayman Islands or other courts with jurisdiction (including the courts of the place where Party B is registered, the courts of the place where Party B's or Party A's main assets are located) shall also have the right to grant or enforce the award of the arbitration tribunal, or award or enforce temporary relief for Party B's equity interests or property interests, or make a ruling or judgment to grant temporary relief to the Party who initiated the arbitration pending the formation of the arbitration tribunal or under other appropriate circumstances, such as ruling or judgment that Party B should immediately stop the breach or ruling that Party B should not conduct any act that may lead to further expansion of the losses suffered by Party A.
- 8.3 In case of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties shall continue to exercise their respective rights and perform their respective obligations hereunder except for the matters in dispute.
- 8.4 If, at any time after the date of this Agreement, any Chinese law is promulgated or there is any change in any existing Chinese law or change in the interpretation or application of any existing Chinese law, (a) and if such newly promulgated or changed law is more favorable to Party A compared with the Chinese laws

in effect on the date of this Agreement (while Party B is not seriously affected), the Parties shall apply for to obtain the benefits caused by such change or new promulgation of laws in a timely manner and use their best efforts to obtain the approval of the application; or (b) if Party A's economic interests hereunder are directly or indirectly adversely affected by such change or new promulgation of laws, this Agreement shall continue to be performed in accordance with its original provisions and the Parties shall use all legal means to obtain exemption from compliance with the changed or newly promulgated laws, both to the extent permitted by Chinese laws. If the adverse effect on Party A's economic interests cannot be resolved in accordance with the provisions of this Agreement, the Parties shall timely consult with each other to make all necessary amendments to this Agreement to maintain Party A's economic interests hereunder.

9. Force Majeure

- 9.1 “**Force Majeure**” refers to any unforeseeable, unavoidable and insurmountable event which makes either Party unable to perform all or any part of its obligations hereunder, including but not limited to earthquakes, typhoons, floods, wars, strikes, riots, government actions, legal provisions or changes in the application thereof.
- 9.2 If a Force Majeure event occurs which affects either Party’s performance of any of its obligations hereunder, such performance shall be automatically suspended during the period of delay caused by the Force Majeure, and the performance period shall be automatically extended for a period equal to the suspended period, and the affected Party will not be subject to punishment or liability for such suspension and extension. In case of Force Majeure, both Parties shall immediately consult with each other to seek a just solution and make every reasonable effort to minimize the impact of Force Majeure.

10. Indemnity

Party B shall indemnify and hold Party A harmless from any loss, damage, liability or expense incurred by any litigation, claim or other demand against Party A arising out of or arising from the consulting and services provided by Party A at the request of Party B, unless such loss, damage, liability or expense is caused by Party A’s gross negligence or intentional misconduct.

11. Notice

- 11.1 Any and all notices and other communications required or permitted to be sent hereunder shall be served to the address, fax number and e-mail address of the notified Party set forth in Annex II hereto by hand, prepaid registered mail, express service, fax or e-mail. For each notice, a copy thereof shall be sent by email for confirmation purpose. A notice shall be deemed to be validly served:
- (1) on the date when it is received or rejected at the designated mailing address if it is sent by hand, express service or prepaid registered mail;
 - (2) on the date of successful transmission (as evidenced by the fax receipt generated by the fax machine) if it is sent by fax; or
 - (3) on the date of successful sending if it is sent by email.

- 11.2 Either Party may change its mailing address, fax number and/or e-mail address of notice at any time by sending a notice to the other Party in accordance with the provisions of this Article.

12. Assignment

- 12.1 Without prior written consent of Party A, Party B shall not assign any of its rights and obligations hereunder to any third party.
- 12.2 Party B agrees that Party A may assign its rights and obligations hereunder to any third party by giving prior written notice to Party B without obtaining Party B's consent.

13. Severability

If any one or more provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect according to any law or regulation, the validity, legality or enforceability of the other provisions shall not be affected or impaired in any respect. Both Parties shall negotiate with each other in good faith to replace such invalid, illegal or unenforceable provisions with valid, legal and enforceable provisions with the economic effects as similar as those of such invalid, illegal or unenforceable provisions to the maximum extent permitted by law and expected by the Parties.

14. Modification and Supplement

- 14.1 No modification and supplement to this Agreement shall take effect unless it is made in written form. The modification or supplementary agreement to this Agreement duly executed by the Parties shall constitute an integral part of this Agreement and have the same legal effect as this Agreement.
- 14.2 If the U.S. Securities and Exchange Commission ("SEC"), the Stock Exchange of Hong Kong Limited ("SEHK") or other regulatory authorities propose any modification to this Agreement, or any modification to this Agreement or to any arrangement hereunder is required by the rules or relevant requirements of the SEC and the SEHK, both Parties shall modify this Agreement accordingly.

15. Counterpart

This Agreement is made in two (2) copies, with each Party holding one (1) of them which shall have the same legal effect.

16. Miscellaneous

- 16.1 Except for the written amendments, supplements or modification made after the signing of this Agreement, this Agreement shall constitute the entire agreement and shall replace all prior oral and written negotiations, statements and contracts reached by the Parties on the subject matter hereof.
- 16.2 This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.
- 16.3 Either Party may waive its rights hereunder, but such waiver by Party B must be made in writing and signed by Party A. A Party's waiver of the default of the other Party under a certain circumstance shall not be deemed as a waiver of similar default under any other circumstance.

- 16.4. The headings of this Agreement are inserted for convenience only and shall not be used to interpret, explain, or otherwise affect the meaning of, the provisions of this Agreement.

(Remainder of this page is intentionally left blank.)

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this Exclusive Business Cooperation Agreement to be executed on the date and at the place first above written.

Shanghai Qiyue Information & Technology Co., Ltd. (seal)

Company seal: /s/ Shanghai Qiyue Information Technology Co., Ltd.

Signature: /s/ LIU Jinli _____
Authorized LIU Jinli
Representative:

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this *Exclusive Business Cooperation Agreement* to be executed on the date and at the place first above written.

[Name of VIE] (seal)

Company seal: /s/ [Name of VIE]

Signature: /s/ [Name of the Authorized Representative
of VIE]

Authorized Representative: [Name of the Authorized Representative of
VIE]

Annex I Contents of Technical Consultation and Services

Subject to the terms and conditions of this Agreement, both Parties agree and acknowledge that the technical consultation and services to be provided by Party A to Party B are as follows:

1. Conduct research and development on relevant technologies required by Party B's business, including developing, designing, producing and licensing database software, user interface software and other related technologies for Party B's relevant business information;
2. Provide relevant technical application and implementation for Party B's business operation, including but not limited to the overall design of the system, the installation and commissioning of the system, and the trial operation of the system;
3. Be responsible for the daily maintenance, monitoring, commissioning and troubleshooting of network equipment required for Party B's business operation, including timely inputting users' information into the database, or for updating the database timely, updating the user interface regularly, and providing other related technical services based on other business information provided by Party B at any time;
4. Provide consulting service for the procurement of relevant equipment and software & hardware systems required for Party B's business operation, including but not limited to putting forward suggestions on the selection, installation and commissioning of various tools, application software and technical platforms, and the procurement, model and performance of all kinds of hardware facilities, equipment and devices matching them;
5. Provide pre-job & on-the-job trainings and technical support and assistance services to Party B's employees, including but not limited to providing appropriate training to Party B and its employees such as customer service or technical and other trainings, introducing knowledge and experience with respect to the installation and operation of the system and equipment to Party B and its employees, assisting B in solving the problems that occur at any time during the installation and operation of the system and equipment, and providing Party B with other advices and suggestions on editing platform and software application, and assisting Party B in compiling and collecting all kinds of information and material;
6. Provide technical consultation service and answers to the technical questions raised by Party B concerning its business operation, network equipment, technical products and software;
7. Provide certain labor support at the request of Party B, including but not limited to dispatching or seconding relevant personnel;
8. Carry out risk analysis and assessment on Party B's shareholders at the request of Party B;
9. The Parties may, based on the needs of their business, enter into a supplementary agreement to agree upon other services required to be provided by Party A.

Annex II

For the purpose of notification, the contact details of each Party is as follows:

Party A: **Shanghai Qiyue Information & Technology Co., Ltd**

Address: Room 1109, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai

Tel:

Party B: **[Name of VIE]**

Address: **[Address of VIE]**

Tel:

Schedule of Material Differences

One or more persons entered into exclusive business cooperation agreement with Shanghai Qiyue Information Technology Co., Ltd. using this form. Pursuant to Instruction 2 to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

<u>No.</u>	<u>Name of VIE</u>	<u>Unified Social Credit Code of VIE</u>	<u>Address of VIE</u>	<u>Scope of Business of VIE</u>	<u>Name of the Authorized Representative of VIE</u>	<u>Execution Date</u>
1	Shanghai Qiyue Information & Technology Co., Ltd	91310230MAIJXJYF7E	Room 1118, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	“General items: technical services, technical development, technical consultation, technical exchange, technology transfer, and technology promotion; data processing and storage support services; computer system services; advertising production; advertising design and agency; information system integration services; advertising release; information consulting services (excluding the information consulting services subject to license). (Except for the items that are subject to approval according to law, business activities can be independently carried out against business license according to law). Licensed items: basic telecommunications services; the second category of value-added telecommunications services. (For items that are subject to approval according to law, business activities can not be carried out without the approval of relevant departments. Specific items can be operated shall be subject to the approval documents or permits issued by relevant departments).” “Loan guarantee, bond issuance guarantee and other financing guarantees. (For items that are subject to approval according to law, business activities can not be carried out without the approval of relevant departments)”.	SUN Mengjie	June 1, 2022
2	Shanghai 360 Financing Guarantee Co., Ltd	91310000MA1FL6JW6P	Room 201, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	“Loan guarantee, bill acceptance guarantee, trade financing guarantee, project financing	SUN Mengjie	June 1, 2022
3	Fuzhou 360 Financing Guarantee Co., Ltd	91350100MA31UJWL4W	Management Room of Longjiang Ecological	“Loan guarantee, bill acceptance guarantee, trade financing guarantee, project financing	SUN Mengjie	June 1, 2022

Culture Park, Yinxi Street, Fuqing, Fuzhou City, Fujian Province	guarantee, LoC guarantee and other guarantee businesses, as well as other financing guarantee businesses permitted by the laws and regulations; litigation preservation guarantee, performance guarantee, intermediary services such as financing consultation
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and financial
consultation related to
guarantee business, and
investment with own
funds. (For items that
are subject to approval
according to law,
business activities can
not be carried out
without the approval of
relevant departments).”

EX-4.8 9 qfin-20221231xex4d8.htm EXHIBIT 4.8

Exhibit 4.8

Exclusive Option Agreement

This Exclusive Option Agreement (this “**Agreement**”) is entered into by and among the following parties in Beijing, China on [Execution Date]:

- (1) **Party A: Shanghai Qiyue Information & Technology Co., Ltd**
Unified Social Credit Code: 91310000MA1K1E3BX9
Address: Room 1109, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai
- (2) **Party B: [Name of Shareholder of VIE]**
Unified Social Credit Code: [Unified Social Credit Code]
Address: [Address of Shareholder of VIE]
- (3) **Party C: [Name of VIE]**
Unified Social Credit Code: [Unified Social Credit Code]
Address: [Address of VIE]

Party A, Party B and Party C are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

1. Party A is a wholly foreign-owned enterprise duly established and validly existing under the laws of China.
2. Party C is a limited liability company duly established and validly existing under the laws of China, and Party B is a registered shareholder of Party C and holds 100% equity of Party C.
3. Party B agrees to grant Party A, and Party A agrees to accept, an exclusive option to purchase all or part of equity held by Party B in Party C in accordance with the provisions of this Agreement.
4. Party C agrees to grant Party A, and Party A agrees to accept, an exclusive option to purchase all or part of assets of Party C in accordance with the provisions of this Agreement.
5. Party A, Party B and Party C intends to enter into this Agreement on Party B’s and Party C’s granting of the exclusive options to Party A.

THEREFORE, the Parties hereby reach an agreement as follows through mutual consultation:

1. Equity/Assets Purchase Options**1.1 Grant of Options**

Party B hereby irrevocably and unconditionally grants to Party A an exclusive option to purchase, either by Party A itself or by its Designated Person (including the direct or indirect overseas parent company of Party A or any subsidiary directly or indirectly controlled by Party A, hereinafter the “**Designated Person**”), all or part of the equity held by Party B in Party C through one transactions or several transactions at any time during the term of this Agreement, at the price specified in Article 1.3 hereof and according to the exercise procedures determined by Party A under Article 1.2 hereof, to the extent permitted by the Chinese laws (including any laws, regulations, rules, notices or other legally binding documents issued by any central or local legislative, administrative or judicial authority in Chinese Mainland before or after the signing of this Agreement, collectively “**Chinese Laws**”) (the option is hereinafter referred to as “**Equity Purchase**”).

Option”). Party C hereby irrevocably and unconditionally grants to Party A an exclusive option to purchase, either by Party A itself or by its Designated Person, all or part of the assets of Party C through one transaction or several transactions at any time during the term of this Agreement, at the price specified in Article 1.3 hereof and according to the exercise procedures determined by Party A under Article 1.2 hereof, to the extent permitted by the Chinese Laws (the option is hereinafter referred to as “**Assets Purchase Option**”, which, together with the Equity Purchase Option, are hereinafter referred to as the “**Options**”). Except for Party A and the Designated Person, no third party shall have the Options or enjoy other rights related to the equity held by Party B in Party C and Party C’s assets. Party C hereby agrees that Party B grants the Equity Purchase Option to Party A, and Party B hereby agrees that Party C grants the Asset Purchase Option to Party A. The “**Person**” mentioned in this Paragraph and this Agreement shall refer to any individual, company, joint venture, partnership, trust or unincorporated organization, and the “**Assets**” mentioned in this Article include both tangible assets and intangible assets.

1.2 Exercise Procedures

Subject to the provisions of Chinese Laws, Party A may exercise the Options in accordance with Article 1.1 by sending Party B and/or Party C a written notice (the “**Equity Purchase Notice**” or “**Assets Purchase Notice**”) which should specify the following matters: (a) Party A’s decision on exercising the Options; (b) the equity to be purchased by Party A and/or its Designated Person from Party B (the “**Purchased Equity**”) and/or the assets to be purchased by Party A and/or the Designated Person from Party C (the “**Purchased Assets**”); and (c) the date of the proposed purchase /transfer of the Purchased Equity and/or Purchased Assets. After receiving the Equity Purchase Notice and/or Assets Purchase Notice, Party B and/or Party C shall transfer the Purchased Equity and/or Purchased Assets to Party A and/or its Designated Person in accordance with the notice(s) in the manner set forth in Article 1.4 hereof.

1.3 Purchase Price and Its Payment

When Party A decides to exercise the Options according to the provisions of this Agreement, the purchase price of the Purchased Equity and/or the Purchased Assets (the “**Purchase Price**”) shall be zero or nominal price, or the lowest price permitted by relevant government authorities or Chinese Laws. Nevertheless, in any case, Party B and Party C hereby, jointly and severally, irrevocably undertakes that, to the extent permitted by the Chinese Laws at that time, any such price paid by Party A to Party B and/or Party C shall be returned by Party B and/or Party C to Party A or its Designated Person within seven (7) days. If such return is not permitted by the Chinese Laws at that time, Party B and Party C undertake to take custody of such funds for the benefit of Party A, and cooperate with Party A to execute a funds custody Agreement or any other legal documents. After withholding and paying necessary tax in accordance with Chinese Laws, the Purchase Price shall be paid by Party A to the account designated by Party B and/or Party C within seven (7) days from the date of the formal transfer of the Purchased Equity and/or the Purchased Assets to Party A.

1.4 Transfer of the Purchased Equity and/or the Purchased Assets

Each time when Party A exercises the Options:

- 1.4.1 Party B shall cause Party C to convene a shareholders' meeting in a timely manner, at which a resolution approving the transfer of the Purchased Equity and/or the Purchased Assets by Party B and/or Party C to Party A and/or its Designated Person shall be passed, and Party B shall vote in favor of the relevant proposal at such shareholders' meeting;

- 1.4.2 Party B and/or Party C shall execute an equity transfer contract and/or assets transfer contract and other legal documents with Party A and/or its Designated Person (where applicable) for each transfer in accordance with the provisions of this Agreement and the Equity Purchase Notice and/or the Assets Purchase Notice;
- 1.4.3 The Parties concerned shall execute all other contracts, agreements or documents (including but not limited to the Amendment to the Articles of Association of Party C), obtain all internal approvals, authorizations, government approvals, qualification certificates, consents and licenses, and take all actions, all as necessary to transfer the ownership of the Purchased Equity and/or the Purchased Assets, free from any Security Interest, to Party A and/or its Designated Person and cause Party A and/or its Designated Person to become the registered owner of the Purchased Equity (subject to the completion of the commercial registration) or the owner of the Purchased Assets. For the purposes of this paragraph and this Agreement, “**Security Interest**” includes mortgage, pledge, lien, third parties rights or interests, any share option, right of acquisition, right of first refusal, right of set-off, retention of title or other security arrangements, but, for the avoidance of doubt, it does not include any security interest arising under this Agreement and the Equity Interest Pledge Agreement. The “**Equity Interest Pledge Agreement**” mentioned in this paragraph and this Agreement refers to the *Equity Interest Pledge Agreement* executed by the Parties on the date of this Agreement. By virtue of the Equity Interest Pledge Agreement, Party B pledges all of Party C’s equity held by it to Party A, in order to guarantee Party C’s performance of its obligations under this Agreement, the *Exclusive Business Cooperation Agreement* (the “**Business Cooperation Agreement**”) concluded between Party C and Party A on the date of this Agreement, the *Voting Proxy Agreement* concluded by the Parties on the date of this Agreement, the *Power of Attorney* issued by Party B on the date of this Agreement.

2. Undertakings

2.1 Undertakings of Party B or Party C

Party B, as a shareholder of Party C, and Party C hereby jointly and severally undertake that:

- 2.1.1 Without prior written consent of Party A, Party C’s articles of association or internal rules will not be supplemented, changed or amended in any form, Party C’s registered capital will not be increased or reduced, Party C’s capital structure will not be otherwise changed, and no action will be taken that will result in Party C’s division, dissolution or change in the corporate form. Party B undertakes and ensures that, if Party B increases its capital contribution to Party C and subscribes for Party C’s equity with prior written consent of Party A, Party A will have the right to purchase the equity corresponding to such increased capital contribution;
- 2.1.2 Party C’s existence will be maintained in accordance with good financial and commercial standards and practices, Party C’s business and affairs will be operated and handled prudently and effectively, and Party C will be caused to perform its obligations under the Business Cooperation Agreement and to obtain or hold all necessary qualification certificates, licenses and filing documents;
- 2.1.3 Without prior written consent of Party A, no legitimate rights and interests of Party C’s assets (including tangible or intangible assets), business or income

will be sold, transferred, mortgaged or otherwise disposed of at any time, and no Security Interest will be permitted to be created on any of the foregoing since the date of this Agreement;

- 2.1.4 Without prior written consent of Party A, Party C will not be dissolved or liquidated, unless it is so required by Chinese Laws. Party B irrevocably undertakes that, in case a legal liquidation set forth in Article 3.6 hereof occurs and to the extent permitted by Chinese Laws at that time, it will fully pay or caused to be paid to Party A or its Designated Person any remaining value collected by it on a non two-way payment basis, and Party A or its Designated Person will obtain the residual value free of charge or at the lowest price permitted by the Chinese Laws at that time. If such payment is not permitted by Chinese Laws, Party B undertakes to take custody of such payment for the benefit of Party A and cooperate with Party A to execute a funds custody agreement or any other legal documents;
- 2.1.5 Without prior written consent of Party A, Party C shall not incur, inherit, guarantee or assume any debt, except for (i) the debts incurred in the ordinary course of business rather than payables incurred by a loan; and (ii) the debts that have been disclosed to and consented to Party A in writing;
- 2.1.6 Party C's business activities will be carried out in the ordinary course of business to maintain the value of Party C's assets, and no act/omission will be performed that may adversely affect Party C's business status and asset value. In addition, Party A's board of directors will have the right to supervise Party C's assets and evaluate whether Party A has control over Party C's assets. If Party A's board of directors believes that Party C's business activities affect the value of Party C's assets, or affect Party A's control over Party C's assets, Party A will have the right to hire a legal counsel or any other professional to handle such issues;
- 2.1.7 Without prior written consent of Party A, Party C will not be caused to execute any major contract, except for the contracts executed in the ordinary course of business and the contracts executed between Party C and the direct or indirect overseas parent company of Party A or any subsidiary directly or indirectly controlled by Party A. For the purpose of this paragraph, a contract with the value of more than RMB 1 million shall be deemed as a "major contract";
- 2.1.8 Without prior written consent of Party A, Party C will not be caused to provide any person with any loan, financial assistance or any form of guarantee such as or mortgage, pledge, and no third party will be permitted to create any form of guarantee such as mortgage or pledge on Party C's assets or equity, except for contracts executed in the ordinary course of business;
- 2.1.9 Within 10 days after the end of each quarter or at the request of Party A, and at any other time, Party A will be provided with all information about Party C's operation and financial status;
- 2.1.10 Party C will purchase and maintain insurance related to Party C's assets and business from an insurance company approved by Party A. The amount and type of insurance will be the same as or have the same effect as that normally insured by companies operating similar businesses and owning similar properties or assets in China;
- 2.1.11 Without prior written consent of Party A, Party C will not be caused or permitted to conduct any merger, partnership, joint venture or association with any person, or acquisition of or investment in any person;

- 2.1.12 Party A will be immediately notified of any litigation, arbitration or administrative proceedings that have occurred or may occur concerning the assets, business or income of Party C, and all necessary measures will be taken at the reasonable request of Party A, and no settlement will be reached with respect to such proceedings unless Party A gives prior written consent;
- 2.1.13 To maintain the ownership by Party C 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;
- 2.1.14 Without prior written consent of Party A, Party C will not distribute dividends to its shareholders in any form. Nevertheless, at the written request of Party A, Party C will immediately distribute all distributable profits to its shareholders, and require and cause all shareholders to comply with the provisions of Article 2.2.6 hereof;
- 2.1.15 At the request of Party A, it will appoint the person designated by Party A as a director, supervisor and/or senior officer of Party C, and/or remove any current director, supervisor and/or senior officer of Party C, and perform all procedures of resolutions and filing in connection therewith. Party A will have the right to require Party B and Party C to replace the said persons;
- 2.1.16 In case any shareholder of Party C or Party C fails to perform its tax obligations under the applicable Chinese Laws, which hinders Party A's exercise of the Options, Party A will have the right to require Party C or such shareholder to perform the tax obligations, or require Party C or such shareholder to pay the tax to Party A and Party A will pay the tax to the tax authority on their behalf; and
- 2.1.17 With respect to the undertakings of Party C under this Article 2.1, Party B and Party C will cause Party C's subsidiaries to abide by such undertakings as appropriate.
- 2.2 Further Undertakings of Party B

Party B hereby irrevocably undertakes that:

- 2.2.1 Without prior written consent of Party A, Party B will not sell, transfer, pledge or otherwise dispose of any legal or beneficial interest in the equity of Party C held by it, or permit the creation of any security interest or other Security Interests on such equity, except for the pledge created on such equity under the Equity Interest Pledge Agreement;
- 2.2.2 Party B will not engage in any business activities or have any other behavior that may adversely affect Party C's reputation;
- 2.2.3 Party B will take all measures to ensure the legality and validity of all qualification certificates related to Party C's primary business, and renew them upon expiration in a timely manner according to law;
- 2.2.4 Party B will not execute any document or make any commitment that has a conflict of interest with any agreement or other legal documents that is executed and being performed by Party C or Party A and its Designated Person. Party B will not cause any conflict of interest between Party B and Party A and its shareholders by any act or omission. If such conflict of interest arises (Party A

shall have the right to unilaterally decide whether such conflict of interest arises), Party B will take measures to eliminate it as soon as possible with the consent of Party A or its Designated Person. If Party B refuses to take measures to eliminate the conflict of interest, Party A will have the right to exercise the Options hereunder;

- 2.2.5 Without prior written consent of Party A, Party B will not directly or indirectly participate in or engage in any business that is or may be competitive with the business of Party A and Party C and its controlled subsidiaries, or hold any interest in or hold any asset of any entity that engages in the business that is or may be competitive with the business of Party C and its controlled subsidiaries (unless the interest it holds in such entity is no more than 5% interests). Party A shall have the right to finally determine whether Party B falls or may fall under any of the above circumstances;
- 2.2.6 Party B will not require Party C to make dividends or other forms of profit distribution on the equity of Party C held by it, and will not put forward a proposal related to it to the shareholders' meeting, or vote in favor of such resolutions of the shareholders' meeting. In any case, if Party B receives any income, profit distribution or dividend from Party C, Party B will waive its right to receive such income, profit distribution or dividend to the extent permitted by Chinese Laws, and immediately pay or transfer to Party A or its Designated Person after receiving such income, profit distribution or dividend;
- 2.2.7 Party B will cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or other disposal of any legal or beneficial interest in the equity of Party C held by it or to permit the creation of any security interest or other Security Interest on such equity without prior written consent of Party A, except for the pledge created such equity under the Equity Interest Pledge Agreement;
- 2.2.8 Party B will cause the shareholders' meeting and/or the board of directors of Party C not to approve Party C's merger, partnership, joint venture or association with any person, or Party C's acquisition of or investment in any person, or Party C's division, amendment of its articles of association, change of its registered capital or corporate form without prior written consent of Party A;
- 2.2.9 Party B will immediately notify Party A of any litigation, arbitration or administrative proceedings that have occurred or may occur concerning the equity of Party C held by it and take all necessary measures at the reasonable request of Party A, and it will not reach a settlement with respect to such proceedings unless it obtains prior written consent from Party A;
- 2.2.10 Party B will cause the shareholders' meeting and/or the board of directors of Party C to vote in favor of the transfer of the Purchased Equity and/or the Purchased Assets specified herein and take any and all other actions that may be required by Party A;
- 2.2.11 At the request of Party A at any time, Party B and/or Party C will immediately and unconditionally transfer the equity of Party C held by it and/or the assets of Party C to Party A or the Designated Person in accordance with the Options hereunder, and Party B hereby waives its right of first refusal (if any) over the equity transferred by other shareholders of Party C;
- 2.2.12 Party B will strictly abide by the provisions of this Agreement and any other contracts executed by Party B with Party C and/or Party A (including but not

limited to the Equity Interest Pledge Agreement and the Business Cooperation Agreement) and perform its obligations hereunder and thereunder, and will not perform any act/omission that will affect their effectiveness and enforceability. If Party B enjoys any residual rights over the equity under this Agreement, or the Equity Interest Pledge Agreement, or any Power of Attorney delegating right to Party A and/or its Designated Person, Party B will not exercise such rights unless it is instructed to do so by Party A in writing;

- 2.2.13 If, prior to the dissolution of Party C, Party A (or its Designated Person) has already paid the equity purchase price to Party B, but relevant procedures for the and commercial registration of change have not been completed, Party B will, on or after the dissolution of Party C, promptly and fully deliver the remaining property that it receives due to the ownership of the equity of Party C to Party A (or its Designated Person) for free. In such case, Party B will not claim any rights on the distribution of the remaining property (unless it is instructed to do so by Party A);
- 2.2.14 Party A will timely perform its tax obligations under applicable Chinese Laws to ensure that Party A can effectively exercise the Options;
- 2.2.15 Party B agrees to execute an irrevocable Power of Attorney delegating all of its rights as a shareholder of Party C to Party A (or its Designated Person); and
- 2.2.16 Party B will ensure that Party C validly exists and will not be terminated, liquidated or dissolved.

3. Representations and Warranties

Party B and Party C hereby jointly and severally represent and warrant to Party A on the date of this Agreement and on each date of transferring the Purchased Equity and Purchased Assets that:

- 3.1 It has the right and power to authorize the execution and delivery of this Agreement and any transfer contract to which it is a party with respect to the Purchased Equity and/or Purchased Assets to be transferred hereunder (each a “**Transfer Contract**”), and to perform its obligations under this Agreement and any Transfer Contract. Party B and Party C agree to execute a Transfer Contract consistent with the terms of this Agreement when Party A exercises the Options. This Agreement and the Transfer Contract to which it is a party shall, upon execution, constitute or will constitute legal, valid and binding obligations on it and shall be enforceable against it in accordance with its terms;
- 3.2 Neither the execution and delivery of this Agreement or any Transfer Contract nor the obligations under this Agreement or any Transfer Contract cause and will not cause: (i) a violation of any applicable Chinese Laws; (ii) a conflict with Party C's articles of association, internal rules or other organizational documents; (iii) a breach of any contract or instrument to which it is a party or by which it is bound; (iv) a violation of any condition precedent to the grant and/or renewal of any license or permit issued to any Party; or (v) the suspension or revocation of, or the imposition of additional conditions on, any license or permit issued to any Party;
- 3.3 Party B legally owns the equity of Party C held by it. Except for the Equity Interest Pledge Agreement, Party B does not create any Security Interest or other encumbrances on such equity;
- 3.4 Party C legally owns all of its assets and does not create any Security Interest or other encumbrances on such assets;

- 3.5 Party C has no outstanding debts, except for (i) the debts arising in the ordinary course of business rather than through loans; and (ii) the debts already disclosed to Party A and agreed by Party A in writing;
- 3.6 If Party C is dissolved or liquidated as required by Chinese Laws, (i) to the extent permitted by Chinese Laws, Party B shall form a liquidation team within fifteen (15) days from the date of the cause of dissolution, and authorize the person or entity recommended by Party A to lead the liquidation and manage Party C's property; (ii) no matter whether or not the provisions of Item (i) have been implemented, Party C shall, to the extent permitted by Chinese Laws, sell all of its assets to Party A or any other qualified entity designated by Party A at the lowest price permitted by Chinese Laws within the scope permitted by Chinese Laws. Party C shall exempt Party A or its designated entity from any payment obligations arising therefrom to the extent permitted by the applicable Chinese Laws, and any income generated from such transactions shall be paid to Party A or its designated entity as part of the service fee under the Business Cooperation Agreement to the extent permitted by the applicable Chinese Laws;
- 3.7 Party C shall comply with all Chinese Laws applicable to the acquisition of equity or assets;
- 3.8 Except for those expressly disclosed to Party A in writing, there are no pending or threatened litigation, arbitration or administrative proceedings related to the equity of Party C held by Party B, Party C's assets or Party C;
- 3.9 In the event of bankruptcy, dissolution or liquidation of Party B or any other circumstance that may affect Party B's exercise of right over the equity of Party C held by it, the shareholder who hold the equity of Party C at that time or its assignee will be deemed as a party to this Agreement to succeed and assume all rights and obligations of Party B hereunder, and transfer the equity held by it to Party A or its Designated Person in accordance with this Agreement and the applicable laws;
- 3.10 Party B has made and executed, and has caused its shareholders (including indirect shareholders and actual equity holders) and directors to make and execute, all arrangements and documents appropriate and necessary to ensure that, in the event of a merger, division, dissolution, liquidation or cancellation of Party B and/or any other circumstance that may affect Party B's exercise of right over the equity held by it, its successor, liquidation team, creditors and other persons who may therefore acquire the equity of Party C or related rights will not affect or hinder the performance of this Agreement. Party B warrants to Party A that it has made and executed, and has caused its shareholders (including indirect shareholders and actual equity holders) and directors to make and execute, all arrangements and documents appropriate and necessary to ensure Party B's valid existence and Party B's performance of this Agreement;
- 3.11 Party B shall obtain prior written consent of Party A in case of any change in Party B's controlling shareholder or actual controller, and Party A shall not unreasonably withhold such consent if (a) both the changed controlling shareholder or actual controller agree and undertake to cause Party B to continue to perform this Agreement in writing, and (b) such change will not cause this Agreement go against the current Chinese Laws or cause other adverse effects on this Agreement;
- 3.12 Party B shall obtain prior consent of Party A in case of Party B's merger, division, dissolution, liquidation, application for bankruptcy or cancellation, and Party A shall not unreasonably withhold such consent if (a) Party B's successor agrees and undertakes to continue to perform this Agreement in writing, and (b) such change will not cause this Agreement go against the current Chinese Laws or cause other adverse effects on this Agreement.

4. **Effective Date**

This Agreement shall take effect as of the date of signing by the Parties and shall remain valid until the date on which all the Purchased Equity held by Party B and/or the Purchased Assets are transferred to Party A and/or its Designated Person (subject to the date of completion of the commercial registration of change) and Party A and its subsidiaries and branches can lawfully engage in the business of Party C. Notwithstanding the foregoing, Party A shall have the right to terminate this Agreement immediately by sending a written notice to Party B and Party C at any time without assuming any liability for breach to the other Parties, while Party B and Party C shall have no right to unilaterally terminate this Agreement unless otherwise stipulated by Chinese Laws.

5. **Liability for Breach**

5.1 Unless otherwise specified elsewhere in this Agreement, if any Party (the “**Breaching Party**”) fails to perform its obligations hereunder or otherwise breaches this Agreement, each other Party (the “**Non-Breaching Party**”) may: (a) send a written notice to the Breaching Party, stating the nature and scope of the breach and requiring the Breaching Party to remedy the breach at its own expense within a reasonable period specified in the notice (the “**Remedy Period**”). If the Breaching Party fails to remedy the breach within the Remedy Period, the Non-Breaching Party shall have the right to require the Breaching Party to bear all liabilities arising from its breach and compensate all actual economic losses caused to the Non-Breaching Party due to its breach, including but not limited to attorney's fees, litigation or arbitration costs arising from litigation or arbitration procedures related to such breach. In addition, the Non-Breaching Party shall also have the right to require the Breaching Party to enforce this Agreement, or apply to relevant arbitration institution or court to order the specific performance and/or enforcement of the provisions hereof; (b) terminate this Agreement and require the Breaching Party to bear all liabilities arising from its breach and make full compensation for damages due to its breach; or (c) convert the pledged equity into money, or auction or sell off the pledged equity according to the provisions of the Equity Interest Pledge Agreement, and take precedence over others to be compensated from the price of the conversion, auction or sale, and require the Breaching Party to bear all losses caused thereby. The Non-Breaching Party's exercise of the said relief shall not affect its exercise of any other relief in accordance with the provisions of this Agreement and laws.

5.2 Each Party agrees and acknowledges that, if Party B or Party C is the Breaching Party, Party A shall have the right to unilaterally terminate this Agreement immediately and require the Breaching Party to make full compensation for damages unless otherwise stipulated by Chinese Laws; if Party A is the Breaching Party, Party B and Party C shall exempt Party A from the obligation of compensation for damages, and under no circumstance shall Party B and Party C have the right to terminate or rescind this Agreement unless otherwise stipulated by law.

6. **Governing Law and Dispute Resolution**

6.1 **Governing Law**

The execution, effectiveness, interpretation, performance, modification and termination of this Agreement and the dispute resolution hereunder shall be governed by the laws of China.

6.2 **Dispute Resolution**

Any and all disputes arising from the interpretation and performance of this Agreement shall be first resolved by the Parties through friendly negotiation. If no agreement can be reached within thirty (30) days after any Party requests the other Parties to resolve the

dispute through negotiation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with its current arbitration rules. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding upon all Parties. The arbitration tribunal may decide to use Party C's equity interests, assets or property interests to compensate Party A for its losses caused by any other Parties' breach of contract, or award compulsory relief in respect of relevant business or mandatory asset transfer, or order Party C to go bankrupt and liquidate. After the arbitral award comes into force, any Party shall have the right to apply to the courts with jurisdiction for enforcement of the arbitral award. If necessary, the arbitration institution shall have the right to order that the Breaching Party should immediately stop the breach of contract or that the Breaching Party should not conduct any act that may lead to further expansion of the losses suffered by Party A before making a final decision on the dispute between the Parties. The courts of Mainland China, Hong Kong, the Cayman Islands or other courts with jurisdiction (including the courts of the place where Party C is registered, the courts of the place where Party C's or Party A's main assets are located) shall also have the right to grant or enforce the award of the arbitration tribunal, or award or enforce temporary relief for Party C's equity interests or property interests, or make a ruling or judgment to grant temporary relief to the Party who initiated the arbitration pending the formation of the arbitration tribunal or under other appropriate circumstances, such as ruling or judgment that the Breaching Party should immediately stop the breach or ruling that the Breaching Party should not conduct any act that may lead to further expansion of the losses suffered by Party A.

- 6.3 In case of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties shall continue to exercise their respective rights and perform their respective obligations hereunder except for the matters in dispute.
- 6.4 If, at any time after the date of this Agreement, any Chinese Law is promulgated or there is any change in any existing Chinese Law or change in the interpretation or application of any existing Chinese Law, (a) and if such newly promulgated or changed law is more favorable to Party A compared with the Chinese Laws in effect on the date of this Agreement (while other Parties are not seriously affected), the Parties shall apply for to obtain the benefits caused by such change or new promulgation of laws in a timely manner and use their best efforts to obtain the approval of the application; or (b) if Party A's economic interests hereunder are directly or indirectly adversely affected by such change or new promulgation of laws, this Agreement shall continue to be performed in accordance with its original provisions and the Parties shall use all legal means to obtain exemption from compliance with the changed or newly promulgated laws, both to the extent permitted by Chinese Laws. If the adverse effect on Party A's economic interests cannot be resolved in accordance with the provisions of this Agreement, the Parties shall timely consult with each other to make all necessary amendments to this Agreement to maintain Party A's economic interests hereunder.

7. Taxes and Fees

Each Party shall, in accordance with the Chinese Laws, pay any and all transfer and registration taxes, costs and fees incurred by or imposed on it in connection with its preparation and execution of this Agreement and the Transfer Contract and its completion of the transactions contemplated hereunder and thereunder.

8. Notice

- 8.1 Any and all notices and other communications required or permitted to be sent hereunder shall be served to the address, fax number and e-mail address of the notified Party set forth in Annex I hereto by hand, prepaid registered mail, express service, fax or e-mail.

For each notice, a copy thereof shall be sent by email for confirmation purpose. A notice shall be deemed to be validly served:

- 8.1.1 on the date when it is received or rejected at the designated mailing address if it is sent by hand, express service, or prepaid registered mail;
 - 8.1.2 on the date of successful transmission (as evidenced by the fax receipt generated by the fax machine) if it is sent by fax; or
 - 8.1.3 on the date of successful sending if it is sent by email.
- 8.2 Any Party may change its mailing address, fax number and/or e-mail address of notice at any time by sending a notice to the other Parties in accordance with the provisions of this Article.

9. Confidentiality

The Parties acknowledge that all oral or written information exchanged by them hereunder is confidential (“**Confidential Information**”). Party B and Party C shall keep the Confidential Information in strictly confidential, and shall not disclose it to any third party without prior written consent of Party A, other than the information: (a) that is already known to the public (other than through unauthorized disclosure by the receiving Party); (b) that is required to be disclosed by applicable laws or the rules or regulations of any stock exchange; or (c) that is required to be disclosed by Party B or Party C to its legal or financial advisor for the transactions contemplated hereunder, provided that such legal or financial advisor should also assume the obligations of confidentiality similar to those specified in this Article. If any employee of or any entity engaged by Party B or Party C discloses the Confidential Information in violation of this Agreement, Party B or Party C shall be held liable as if such disclosure is made by Party B or Party C itself. This Article 9 shall remain in force no matter this Agreement is invalid or terminated for any reason.

10. Further Assurance

Each Party agrees to execute such further documents and take such further actions as reasonably necessary for or beneficial to the performance of the provisions of this Agreement and the realization of the purpose of this Agreement in a timely manner.

11. Force Majeure

- 11.1 “**Force Majeure**” refers to any unforeseeable, unavoidable and insurmountable event which makes any Party unable to perform all or any part of its obligations hereunder, including but not limited to earthquakes, typhoons, floods, wars, strikes, riots, government actions, legal provisions or changes in the application thereof.
- 11.2 If a Force Majeure event occurs which affects any Party’s performance of any of its obligations hereunder, such performance shall be automatically suspended during the period of delay caused by the Force Majeure, and the performance period shall be automatically extended for a period equal to the suspended period, and the affected Party will not be subject to punishment or liability for such suspension and extension. In case of Force Majeure, the Parties shall immediately consult with each other to seek a just solution and make every reasonable effort to minimize the impact of Force Majeure.

12. Miscellaneous

- 12.1 Amendment, Modification and Supplement

Any matter not mentioned herein shall be determined by the Parties through mutual consultation. No amendment, modification and supplement to this Agreement shall take effect unless it is made by the Parties through a written agreement. The amendment or supplementary agreement to this Agreement and its annexes duly executed by the Parties shall constitute an integral part of this Agreement and have the same legal effect as this Agreement.

If the U.S. Securities and Exchange Commission (“SEC”), the Stock Exchange of Hong Kong Limited (“SEHK”) or other regulatory authorities propose any modification to this Agreement, or any modification to this Agreement is required by the rules or relevant requirements of the SEC and the SEHK, the Parties shall modify this Agreement accordingly.

12.2 Entire Agreement

Except for the written amendments, supplements or modification made after the signing of this Agreement, this Agreement shall constitute the entire agreement and shall replace all prior oral and written negotiations, statements and contracts reached by the Parties on the subject matter hereof.

12.3 Headings

The headings of this Agreement are inserted for convenience only and shall not be used to interpret, explain, or otherwise affect the meaning of, the provisions of this Agreement.

12.4 Counterpart

This Agreement is made in three (3) copies, with each Party holding one (1) of them which shall have the same legal effect.

12.5 Severability

If any one or more provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect according to any law or regulation, the validity, legality or enforceability of the other provisions shall not be affected or impaired in any respect. The Parties shall negotiate with each other in good faith to replace such invalid, illegal or unenforceable provisions with valid, legal and enforceable provisions with the economic effects as similar as those of such invalid, illegal or unenforceable provisions to the maximum extent permitted by law and expected by the Parties.

12.6 Successor

This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

12.7 Survival

12.7.1 Any obligations arising from this Agreement before the termination of this Agreement shall continue to be valid after the termination of this Agreement.

12.7.2 The provisions of Articles 6, 8, 9, 12.7 and 12.8 shall survive the termination of this Agreement.

12.8 Waiver

Any Party may waive its rights hereunder, but such waiver by Party B and Party C must be made in writing and signed by Party A. A Party's waiver of the default of any other

Party under a certain circumstance shall not be deemed as a waiver of similar default under any other circumstance.

12.9 Assignment

Without prior written consent of Party A, Party C and/or Party B shall not assign any of its rights and/or obligations hereunder to any third party. Party C and Party B hereby agree that Party A shall have the right to assign any of its rights and/or obligations hereunder to a third party after notifying Party C and Party B in writing, and Party B and Party C shall execute a supplementary agreement or an agreement substantially the same as this Agreement with the assignee.

(Remainder of this page is intentionally left blank.)

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this *Exclusive Option Agreement* to be executed on the date and at the place first above written.

Party A:

Shanghai Qiyue Information & Technology Co., Ltd. (Seal)

Company seal: /s/ Shanghai Qiyue Information Technology Co., Ltd.

Signature: /s/ LIU Jinli _____
Authorized LIU Jinli
Representative:

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this *Exclusive Option Agreement* to be executed on the date and at the place first above written.

Party B:

[Name of Shareholder of VIE] (seal)

Company seal: /s/ [Name of Shareholder of VIE]

Signature:	/s/ [Name of the Authorized Representative of Shareholder of VIE]
Authorized Representative:	<u>[Name of the Authorized Representative of Shareholder of VIE]</u>

Annex I

For the purpose of notification, the contact information of each Party is as follows:

Party A:

Shanghai Qiyue Information & Technology Co., Ltd

Address: Room 1109, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai

Tel:

Party B:

[Name of Shareholder of VIE]

Address: [Address of Shareholder of VIE]

Tel:

Party C:

[Name of VIE]

Address: [Address of VIE]

Tel:

Schedule of Material Differences

One or more persons entered into exclusive option agreement with Shanghai Qiyue Information Technology Co., Ltd. using this form. Pursuant to Instruction 2 to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

No.	Name of VIE or Its Shareholder	Unified Social Credit Code of VIE or Its Shareholder	Address of VIE or Its Shareholder	Name of the Authorized Representative of VIE or Its Shareholder	Execution Date
1	Shanghai Qibutianxia Information Technology Co., Ltd	91110106796743693W	Floor 2, 3, 21 and 22, Yunling East Road No. 89, Putuo District, Shanghai	LIU Wei	June 1, 2022
2	Shanghai Qiyu Information & Technology Co., Ltd	91310230MAIJXJYF7E	Room 1118, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	SUN Mengjie	June 1, 2022
3	Beijing Zhongxin Baoxin Technology Co., Ltd	911101087916221632	No. 1003-17, F/10, Building 1, Xinxin Road No. 28, Haidian District, Beijing	LIU Wei	June 1, 2022
4	Beijing Qicaitianxia Technology Co., Ltd	91110107MA008U1E3A	Room A-2684, F/2, Building 3, Yard 30, Shixing Street, Shijingshan District, Beijing	YIN Hongguang	June 1, 2022
5	Shanghai 360 Financing Guarantee Co., Ltd	91310000MA1FL6JW6P	Room 201, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	GUO Shijun	June 1, 2022
6	Fuzhou 360 Financing Guarantee Co., Ltd	91350100MA31UJWL4W	Management Room of Longjiang Ecological Culture Park, Yinxi Street, Fuqing, Fuzhou City, Fujian Province	LIU Xiong	June 1, 2022

EX-4.9 10 qfin-20221231xex4d9.htm EXHIBIT 4.9

Exhibit 4.9

Loan Agreement

This Loan Agreement (this “**Agreement**”) is entered into by and among the following parties on [Execution Date] in Beijing, China:

Party A: Shanghai Qiyue Information & Technology Co., Ltd., a wholly foreign-owned enterprise duly established and validly existing under the laws of China, with a unified social credit code of 91310000MA1K1E3BX9 and registered address at Room 1109, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai (“**WFOE**”);

Party B: [Name of Shareholder of VIE], a limited liability company duly established and validly existing under the laws of China, with a unified social credit code of [Unified Social Credit Code] and registered address at [Address of Shareholder of VIE];

Party C: [Name of VIE], a limited liability company duly established and validly existing under the laws of China, with a unified social credit code of [Unified Social Credit Code] and registered address at [Address of VIE];

Party A, Party B and Party C are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

1. On [Execution Date], Party A, Party B, and Party C concluded an *Exclusive Business Cooperation Agreement*, an *Exclusive Option Agreement*, an *Equity Interest Pledge Agreement*, and a *Voting Proxy Agreement* (the aforementioned documents and any modification, amendment and/or restatements to the aforementioned documents are collectively referred to as the “**Cooperation Agreements**”).
2. Party A agrees to provide to Party B, and Party B agrees to receive from Party A, interest-free loans (the “**Loans**”) in accordance with the terms and conditions agreed herein.

In order to clarify their respective rights and obligations, the Parties hereby reach an agreement as follows through mutual consultation:

Article 1 Definitions and Interpretation

“**Listed Company**” means 360 Digi Tech, Inc., a limited company incorporated under the laws of the Cayman Islands.

“**Licenses**” means all permits, licenses, registrations, approvals and authorizations required for the operation of Business.

“**Business**” means all services provided and all businesses operated from time to time in accordance with the Licenses issued.

“**Assets**” refer to tangible and intangible assets directly or indirectly owned, including but not limited to all fixed assets, current assets, capital equity in foreign investment, intellectual property, acquirable interest and any other benefits available under all contracts.

“**China**” means the People's Republic of China (which, for the sole purpose of this Agreement, excludes Hong Kong, Macao and Taiwan).

Article 2 Issuance of the Loans

1. At any time after the execution and validation of the Cooperation Agreements, and to the extent permitted by laws, regulations and industry policies of China, Party A (or any company within the consolidation scope of the Listed Company designated by Party A) is entitled to provide the Loans to Party B from time to time at such time and amount as it deems appropriate in accordance with the terms and conditions hereof. Party B agrees to accept such Loans in accordance with the terms and conditions hereof and issue corresponding receipt to Party A in the form set forth in Annex I from the date of receipt of such Loans.
2. The funds used by Party A to issue the Loans to Party B shall be RMB funds obtained by Party A through business operation or other legal methods and can be used for such purpose in accordance with the law.

Article 3 Usage of the Loans

1. Party B hereby guarantees and undertakes that, if Party A provides the Loans to Party B, Party B shall use all such Loans for Party C's business operation and development, including but not limited to Party B's contribution of such Loans to the registered capital of Party C directly (such event is hereinafter referred to as "**Capital Increase**", and the newly increased registered capital is hereinafter referred to as "**New Capital Contribution**"). After the Capital Increase, the registered capital of Party C will increase accordingly based on the amount of the Loans.
2. Party B and Party C hereby guarantee and undertake that if Party B contributes the Loans to the registered capital of Party C, Party B shall fully pay the New Capital Contribution to Party C within one month after receiving the Loans issued by Party A each time, and Party B and Party C shall complete all relevant procedures in relation to the Capital Increase (including but not limited to changing the articles of association of the company, handling the capital verification report, updating the business license) within one month after Party C receives the New Capital Contribution, and that Party B shall not withdraw any capital contribution during Party C's existence.
3. Party B further agrees that, as long as it is permitted by laws and the approval practices of China, Party A is entitled to pay the Loans that it shall provide to Party B hereunder directly to Party C. Such directly paid Loans shall be deemed as Party B's Capital Increase to Party C in order to facilitate payment and improve the efficiency of capital arrangement. Party B and Party C shall complete all relevant procedures in relation to the Capital Increase (including but not limited to changing the articles of association of the company, handling the capital verification report, updating the business license) within one month after Party C receives the New Capital Contribution.

Article 4 Term of the Loans

1. Each of the Loans hereunder has no fixed term. Unless otherwise agreed herein, Party A shall unilaterally decide when to recover the Loans, provided that Party A shall notify Party B in writing one month in advance.
2. In the event of any of the following circumstance, Party A is entitled to declare the immediate maturity of the Loans hereunder by written notice and require Party B to immediately repay the Loans:
 - (1) An application for Party B's bankruptcy liquidation, reorganization or settlement is filed by or against Party B;
 - (2) An application for Party B's dissolution liquidation is filed by or against Party B;
 - (3) Party B is apparently insolvent or has other major debts that may affect Party B's ability to repay the Loans hereunder;

- (4) Party A and/or its designated buyer has/have fully exercised its/their equity option in accordance with the Exclusive Option Agreement; or
- (5) Any warranty of Party B, Party C and/or relevant signatory under this Agreement or the Cooperation Agreements has been proved to be untrue or proved to be inaccurate in any material aspect; or Party B, Party C and/or relevant signatory violate their undertakings or obligations under this Agreement or the Cooperation Agreements.

Article 5 Interest on the Loans

The Parties hereby confirm that the Loans hereunder do not bear any interest.

Article 6 Continuous Compliance with the Cooperation Agreements

The Parties agree that (1) after the Capital Increase, all shareholders' rights and related benefits arising from the newly increased registered capital of Party C shall be deemed as an integral part of the shareholders' rights enjoyed by [Name of Shareholder of VIE] in [Name of VIE] from time to time under the Exclusive Option Agreement, and an integral part of the shareholders' rights entrusted to WFOE by [Name of Shareholder of VIE] under the Power of Attorney; (2) all rights, interests, benefits and Assets arising from the newly increased registered capital of Party C (including but not limited to the rights and interests of shareholders and the Assets of Party C) shall be deemed as the subject matter of the Cooperation Agreements, and the Parties shall cause and ensure that they shall abide by all provisions of the Cooperation Agreements regarding such rights, interests, benefits and Assets. In order to realize the said purpose, Party B and Party C shall immediately execute relevant legal documents and/or perform relevant legal procedures if it is so requested by Party A.

Article 7 Representations and Warranties

Each Party represents and warrants to the other Parties that:

- a) It is a legally established and validly existing limited company with the ability to bear civil liability;
- b) It has the right to execute and perform this Agreement, has obtained all necessary and appropriate approvals and authorizations for the execution and performance of this Agreement, and has obtained all government approvals, qualifications, Licenses, etc. required for engaging in relevant Business according to applicable laws;
- c) This Agreement shall be legally valid and binding upon it on the effective date, and is enforceable against it in accordance with the terms of this Agreement according to law;
- d) Its execution and performance of this Agreement does not violate any Chinese laws and regulations, any court judgments or arbitral awards, or the decisions, approvals, permits of any administrative authority, or any agreements to which it is a party and by which it is bound, nor does it result in the suspension, revocation, confiscation or inability to renew of any applicable approvals or Licenses issued by the government authorities;
- e) There is no pending or threatened litigation, arbitration or other judicial or administrative proceedings that will affect its performance of its obligations hereunder;
- f) It will strictly abide by the provisions of this Agreement and the Cooperation Agreements signed jointly or separately by and among the Parties, earnestly perform its obligations under the Cooperation Agreements, and not have any act and/or omission which may affect the validity and enforceability of such agreements.

Article 8 Tax

Unless otherwise agreed herein, each Party shall pay their respective taxes and fees legally payable hereunder in accordance with the laws and regulations.

Article 9 Effectiveness and Term

1. This Agreement shall enter into force as of the date of signing by all Parties.
2. This Agreement shall remain in effect during the business term of Party C and any renewed term thereof stipulated by the laws of China. It shall automatically terminate after WFOE and/or any other entity designated by WFOE fully exercise the rights to purchase the equity directly held by [Name of Shareholder of VIE] in [Name of VIE] under the Exclusive Option Agreement. Party A may unilaterally terminate this Agreement after thirty (30) days' notice. Unless otherwise stipulated by law, under no circumstance shall Party B or Party C have the right to unilaterally rescind or terminate this Agreement.

Article 10 Confidentiality

1. The Parties agree and acknowledge that any oral or written information exchanged among them hereunder is confidential (“**Confidential Information**”). All such information shall be kept strictly confidential and shall not be disclosed to any third party without the written consent of the other Parties, other than the information:
 - a) that is or will be known to the public (other than through unauthorized disclosure by the receiving Party);
 - b) that is required to be disclosed by applicable laws or the rules or regulations of any stock exchange; or
 - c) that is required to be disclosed by any Party to its legal or financial advisor for the transactions contemplated hereunder, provided that such legal or financial advisor should also assume the obligations of confidentiality similar to those specified in this Article.
2. If any employee of or any entity engaged by any Party discloses the Confidential Information in violation of this Agreement, that Party shall be held liable as if such disclosure is made by that Party itself.
3. The Parties agree that this Article 10 shall remain in force no matter this Agreement is invalid, modified, rescinded, terminated or non-operative.

Article 11 Liquidated Damages

1. Should any Party (the “**Breaching Party**”) violate any provision hereof and cause damage to any other Party (the “**Non-breaching Party**”), the Non-breaching Party may send a written notice to the Breaching Party requiring it to remedy and rectify the breach immediately. If the Breaching Party fails to take satisfactory measures to remedy and rectify the breach within fifteen (15) days from the date of the notice, the Non-breaching Party shall have the right to take other remedies in accordance with the methods prescribed herein or by legal means.
2. Party B and Party C further agree that they shall fully indemnify and hold Party A harmless and against from any loss, damage, obligation and expense caused by or resulting from any litigation, claim or other demand against Party A due to Party A's performance of this Agreement.
3. The Parties agree that this Article shall remain in force whether or not this Agreement is modified, rescinded or terminated.

Article 12 Force Majeure

1. “**Force Majeure**” refers to any event that is beyond reasonable expectation or control of, and unavoidable even with reasonable attention by the affected Party, including but not limited to government behavior, natural forces, fires, explosions, storms, floods, earthquakes, tides, lightning or war. However, lack of credit, capital or financing shall not be regarded as an event that beyond reasonable control of any Party. The Party who suffers from Force Majeure and seeks exemption from its obligations hereunder shall notify the other Parties of the liabilities subject to exemption and inform them of the steps to be taken to fulfil the obligations as soon as possible.
2. In case the performance hereof is delayed or impeded by Force Majeure, the affected Party shall not be liable for the part of obligations delayed or impeded thereby. However, it should take appropriate measures to reduce or eliminate the impact of Force Majeure, and to strive to restore the performance of the obligation delayed or impeded. Once the Force Majeure is eliminated, the Parties agree to do their outmost to restore the performance hereof.

Article 13 Change of Situation

1. As a supplement and on the premise that it does not contravene other provisions of the Cooperation Agreements, if at any time due to the promulgation or amendment of any law, regulation or rule of China, or due to any change in the interpretation or application of such laws, regulations or rules, or due to any change in relevant registration procedures, Party A believes that it is illegal or contrary to such laws, regulations or rules to maintain this Agreement in effect, Party B and Party C shall immediately take any action and/or execute any agreement or other documents in accordance with Party A's written instructions and reasonable requirements to:
 - a) maintain this Agreement in effect;
 - b) exercise the equity option in the manner specified herein; and/or
 - c) realize the intent and purpose of this Agreement in the manner specified in this Agreement or otherwise.

Article 14 Miscellaneous

1. Both Party B and Party C agree that, after Party A notifies Party B and Party C in writing, Party A may transfer its rights and obligations hereunder to its designated party. However, without prior written consent of Party A, Party B and Party C shall not transfer their rights, obligations or responsibilities hereunder to any third party. The successors or permitted assignees (if any) of Party B and Party C shall continue to perform all obligations of Party B and Party C hereunder.
2. The execution, validity, interpretation, performance, amendment and termination of this Agreement and the dispute resolution hereunder shall be governed by the laws of China.
3. Any and all disputes arising from the interpretation and performance of this Agreement shall be first resolved by the Parties through friendly negotiation. If no agreement can be reached within thirty (30) days after any Party send a written notice requesting the other Parties to resolve the dispute through negotiation, any Party may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with its current arbitration rules. The arbitration shall be conducted in Beijing and the language of arbitration shall be Chinese. The arbitral award shall be final and binding upon all Parties. In case of any dispute arising from the interpretation and performance of this Agreement or any dispute being arbitrated, the Parties shall continue to exercise their respective rights and perform their respective obligations hereunder except for the matters in dispute.

4. The arbitration tribunal may decide to use Party C's equity interests, Assets or property interests to compensate Party A for its losses caused by any other Parties' breach of contract, or award compulsory relief in respect of relevant Business or mandatory asset transfer, or order Party C to go bankrupt and liquidate. If necessary, the arbitration institution shall have the right to order that the Breaching Party should immediately stop the breach of contract or that the Breaching Party should not conduct any act that may lead to further expansion of the losses suffered by Party A before making a final decision on the dispute between the Parties. The courts of Mainland China, Hong Kong, the Cayman Islands or other courts with jurisdiction (including the courts of the place where Party C is registered, the courts of the place where Party C's or Party A's main Assets are located) shall also have the right to grant or enforce the award of the arbitration tribunal, or award or enforce temporary relief for Party C's equity interests or property interests, or make a ruling or judgment to grant temporary relief to the Party who initiated the arbitration pending the formation of the arbitration tribunal or under other appropriate circumstances, such as ruling or judgment that the Breaching Party should immediately stop the breach or ruling that the Breaching Party should not conduct any act that may lead to further expansion of the losses suffered by Party A.
5. Any right, power or remedy conferred on a Party by any provision of this Agreement shall be in addition to any other right, power or remedy enjoyed by that Party in accordance with the law and other provisions of this Agreement, and a Party's exercise of any of its rights, powers or remedies shall not preclude that Party from exercising its other rights, powers and remedies.
6. A Party's failure to exercise or delay in exercising any of its rights, powers or remedies under this Agreement or the law will not result in a waiver of such rights, powers and remedies, nor any single or partial waiver of such Party's rights will preclude such Party from further exercising such rights or exercising its any other rights.
7. The headings of each article of this Agreement are inserted for convenience only, and under no circumstances shall such headings be used for or affect the interpretation of this Agreement.
8. Each provision of this Agreement is severable and independent of each other provision. If at any time any one or more provisions of this Agreement become invalid, illegal or unenforceable, the validity, legality and enforceability of the other provisions of this Agreement will not be affected thereby.
9. Amendment
 - a) Upon consensus between the Parties, the parties may modify or supplement this Agreement and take all necessary measures and actions, at their own expense, to legalize and validate any such modification or supplement.
 - b) If the U.S. Securities and Exchange Commission ("SEC"), the Stock Exchange of Hong Kong Limited ("SEHK") or other regulatory authorities propose any modification to this Agreement, or any modification to this Agreement is required by the rules or relevant requirements of the SEC and the SEHK, the Parties shall modify this Agreement accordingly.
10. The Agreement is made in Chinese and in three copies, with each Party holding one of them which shall have the same legal effect.

(Remainder of this page is intentionally left blank)

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this Loan Agreement to be executed on the date and at the place first above written.

Party A:

Shanghai Qiyue Information & Technology Co., Ltd. (seal)

Company seal: /s/ Shanghai Qiyue Information Technology Co., Ltd.

Signature: /s/ LIU
 Jinli

Authorized LIU Jinli
Representative:

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this Loan Agreement to be executed on the date and at the place first above written.

Party B:

[Name of Shareholder of VIE] (seal)

Company seal: /s/ [Name of Shareholder of VIE]

Signature: /s/ [Name of the Authorized Representative of Shareholder of VIE]

Authorized Representative: [Name of the Authorized Representative of Shareholder of VIE]

(Signature Page Only)

IN WITNESS WHEREOF, the Parties have caused this Loan Agreement to be executed on the date and at the place first above written.

Party C:

[Name of VIE] (seal)

Company seal: /s/ [Name of VIE]

Signature: /s/ [Name of the Authorized Representative of VIE]
Authorized [Name of the Authorized Representative of VIE]
Representative:

Annex I:**Receipt**

In accordance with the Loan Agreement signed by and among the undersigned, Shanghai Qiyue Information & Technology Co., Ltd. and [Name of VIE] on [Execution Date], Shanghai Qiyue Information & Technology Co., Ltd. has lent a loan of RMB_____ to the undersigned by cash/bank remittance or other means on_____. The undersigned hereby confirms that it has received the said loan from Shanghai Qiyue Information & Technology Co., Ltd.

Borrower: **[Name of Shareholder of VIE]** (seal)

Legal Representative:

Date:

Schedule of Material Differences

One or more persons entered into loan agreement with Shanghai Qiyue Information Technology Co., Ltd. using this form. Pursuant to Instruction 2 to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

<u>No.</u>	<u>Name of VIE or Its Shareholder</u>	<u>Unified Social Credit Code of VIE or Its Shareholder</u>	<u>Address of VIE or Its Shareholder</u>	<u>Name of the Authorized Representative of VIE or Its Shareholder</u>	<u>Execution Date</u>
1	Shanghai Qibutianxia Information Technology Co., Ltd	91110106796743693W	Floor 2, 3, 21 and 22, Yunling East Road No. 89, Putuo District, Shanghai	LIU Wei	June 1, 2022
2	Shanghai Qiyu Information & Technology Co., Ltd	91310230MAIJXJYF7E	Room 1118, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	SUN Mengjie	June 1, 2022
3	Beijing Zhongxin Baoxin Technology Co., Ltd	911101087916221632	No. 1003-17, F/10, Building 1, Xinxin Road No. 28, Haidian District, Beijing	LIU Wei	June 1, 2022
4	Beijing Qicaitianxia Technology Co., Ltd	91110107MA008U1E3A	Room A-2684, F/2, Building 3, Yard 30, Shixing Street, Shijingshan District, Beijing	YIN Hongguang	June 1, 2022
5	Shanghai 360 Financing Guarantee Co., Ltd	91310000MA1FL6JW6P	Room 201, Lane 800 No. 4, Tongpu Road, Putuo District, Shanghai	GUO Shijun	June 1, 2022
6	Fuzhou 360 Financing Guarantee Co., Ltd	91350100MA31UJWL4W	Management Room of Longjiang Ecological Culture Park, Yinxi Street, Fuqing, Fuzhou City, Fujian Province	GUO Shijun	June 1, 2022