

DATED THIS 14<sup>th</sup> DAY OF August 2017

BETWEEN

ZHANG WEI

AND

WEIYE HOLDINGS LIMITED

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SERVICE AGREEMENT

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THIS AGREEMENT is made the 14<sup>th</sup> day of August 2017  
本协议于 2017 年 8 月 14 日签订

## BETWEEN

1. **WEIYE HOLDINGS LIMITED** (Company Registration No. 198402850E), a company incorporated in Singapore with its registered office at 100H Pasir Panjang Road, #01-01, OC@Pasir Panjang, Singapore 118524 (the "**Company**");  
**WEIYE HOLDINGS LIMITED**, 一家根据新加坡法律成立的公司, 注册办公室位于 100H Pasir Panjang Road, #01-01, OC@Pasir Panjang, Singapore 118524 (“**本公司**”);

## AND 及

2. **ZHANG WEI**, a PRC resident (PRC Passport No.: E88701838), of Block 128 Floor 10, Unit No.19, Hong Zhuan Street, Jinshui District, Zhengzhou City, Henan Province, PRC (the "**Executive**").  
张伟, 中国居民 (中国护照证号 E88701838), 地址: 中国河南省郑州市金水区红专路 128 号院 10 号楼 19 号 (“**执行人员**”)。

**NOW IT IS AGREED** as follows:  
达成如下协议:

### 1. **INTERPRETATION** 定义

- (a) The term "**associated company**" as used in this Agreement means a company in which at least 20% but not more than 50% of its shares are held by the Company and/or its related corporations.  
本协议涉及的“**关联公司**”指本公司和/或本公司的相关公司持有至少 20%股份、至多 50%股份的公司。
- (b) "**Board**" means the Board of Directors of the Company, and includes any committee of the Board duly appointed by it.  
“**董事会**”指本公司的董事会, 并包括董事会正式指派的委员会。
- (c) "**Commencement Date**" means the date of signing this service agreement.  
“**起始日**”指本服务协议签订之日。
- (d) "**Group**" or "**Group Companies**" means the Company, its related corporations and associated companies at the relevant time and "**Group Company**" means each or any of the Group Companies.  
“**集团**”或“**集团公司**”指本公司以及在相应时刻的本公司的相关公司和关联公司; “**一集团公司**”指集团公司中的任一公司。
- (e) "**PRC**" means the People's Republic of China.  
“**中国**”指中华人民共和国。
- (f) "**RMB**" means the lawful currency of the People's Republic of China.  
“**RMB**”指中华人民共和国的合法货币。

- (g) The term "**related corporation**" as used in this Agreement shall have the meaning assigned to it under Section 6 of the Companies Act (Chapter 50, Singapore Statutes).  
本协议涉及的“相关公司”与公司法（第 50 章，新加坡法案）第 6 条所指的相关公司含义相同。
- (h) The headings to the Clauses shall not be taken into consideration in the interpretation or construction thereof of this Agreement.  
在对本协议进行解释时不应考虑各条款的标题。
- (i) Unless the context otherwise requires, words importing the singular number includes the plural number and *vice versa* and words importing the masculine gender shall include the feminine and neuter genders.  
除非上下文另有所指，指代单数的单词包括复数，指代复数的单词包括单数，指代阳性的单词包括阴性单词和中性单词。

## 2. APPOINTMENT AND DURATION

### 聘任及期限

- (a) The Company hereby appoints the Executive and the Executive agrees to serve as the Executive Chairman and Chief Executive Officer of the Company, under the direction of the Board.  
本公司在此聘任执行人员同时执行人员同意以执行主席及首席执行官身份在董事会的指示下为本公司提供服务。
- (b) The appointment shall commence on the Commencement Date and shall continue (subject to earlier termination as provided in this Agreement) for a period of 3 years from the Commencement Date ("**Initial Term**"). After the end of the 3 years, unless either party notifies the other in writing at least 6 months prior to the last day of the existing period, this Agreement shall automatically be renewed for a further period of 3 years on the same terms and conditions provided herein, and whereupon "**Commencement Date**" shall mean the day immediately after the expiry of the Initial Term.  
聘任开始于起始日，并且应当从起始日起持续（除本协议规定的提前解除外）3 年（“初始期间”）。3 年结束后，除非任何一方在现有期限结束日的 6 个月前书面通知另一方，本协议应当自动延续 3 年，适用与本协议规定相同的条款和条件。
- (c) The Executive is entitled to an annual leave of 15 calendar days.  
执行人员的年假期为 15 日历天。

## 3. DUTIES OF THE EXECUTIVE

### 执行人员的职责

- (a) Subject to such instructions and directions as may from time to time be given to him by the Board, the Executive shall use all proper means in his power to advise, promote, improve, develop, extend and maintain the Group's business and to protect and further the reputation, business, interests and success of the Group.  
除董事会不时给予的指令和指示外，执行人员应当运用其职权内的所有恰当方法对于集团的业务进行建议、推动、改进、发展、延伸与维持，并且保护与促进集团的名誉、业务、利益与成功。
- (b) During this appointment hereunder, the Executive shall:  
在聘任期间，执行人员应该：

- (i) undertake such duties and exercise such powers in relation to the Group Companies and its business as the Board shall from time to time assign to or vest in him;  
执行董事会不时赋予的有关集团公司及其业务的职责；
- (ii) in the discharge of such duties and in the exercise of such powers, observe and comply with all resolutions, regulations and directions from time to time made or given by the Company or the Board;  
在执行上述职责及行使权力时，遵守本公司或董事会不时做出或发出的所有决议、规定和指示；
- (iii) unless prevented by ill health or accident, devote substantially the whole of his time and attention and ability to the discharge of his duties hereunder;  
除受健康原因或意外所累，在履行上述职责时尽可能地贡献他的时间、注意力及能力；
- (iv) in pursuance of his duties hereunder, perform such services for any Group Company and accept such offices in such Group Company as the Board may from time to time reasonably require; and  
根据上述职责，向任一集团公司提供服务并且根据董事会不时的合理要求接受在该集团公司的职位；及
- (v) not without the prior written consent of the Board during the period of his appointment with the Company, engage or be interested either directly or indirectly in any capacity in any trade or business or occupation whatsoever which is in conflict with the interest of the Company.  
在未得到董事会事先同意的情况下，在本公司聘任期间不得以任何资格从事，或直接或间接地受益于任何与本公司利益相冲突的贸易、业务或职业。

#### 4. SECONDMENT

##### 暂调

The Company may, with the Executive's consent, second him to any other Group Company.

本公司有权在执行人员同意的情况下将其暂调至任一集团公司。

#### 5. REMUNERATION

##### 薪酬

- (a) During his appointment, the Company shall:  
本公司应在聘任期间
  - (i) pay to the Executive a basic salary at the rate of RMB2,350,000 (equivalent of S\$470,000.00) per annum payable by 12 equal monthly installments;  
向执行人员支付每年人民币 235 万元（同等新币 S\$470,000.00）的基本工资，分 12 个月支付；
  - (ii) at its discretion and subject to the approval by the Remuneration Committee, consider making variable bonus payments to the Executive, the amount of which is dependent on the operating results of the Company and the performance of the individual concerned;

公司还将自行决定并由薪酬委员会批准，发放可变动奖金给执行人员，金额将根据公司的业绩和员工个人表现而定；

- (ii) make available to the Executive in the PRC a motorcar of up to 3,500 cc, and pay the running costs incurred by the Executive together with all road tax, insurance and maintenance costs.  
向执行人员提供一辆容量为不超过 3,500 毫升之汽车，并支付因执行人员使用该车辆而发生的税费、保险及维护费用。
- (b) The Executive shall be entitled to receive an annual salary increment to be decided by and subject to the approval of the Remuneration Committee in addition to the incentive bonus described below.  
执行人员可以获得在下述激励奖金以外、由薪酬委员会决定并批准的年度工资增长。
- (c) The Company shall reimburse to the Executive all traveling, hotel, entertainment and other expenses reasonably incurred by him in the reasonable performance of his duties hereunder upon the Executive providing the Board with such vouchers or other evidence of actual payment of such expenses as the Board may require.  
在执行人员向董事会提供发票或董事会要求的实际支付费用的其他证明后，本公司应当报销执行人员在执行其本协议规定职责期间合理产生的全部旅行、酒店、娱乐及其他费用。

## 6. INCENTIVE BONUS

### 激励奖金

The Company shall pay the Executive an incentive bonus based on the Group's PBT. For this purpose, "PBT" refers to the audited consolidated profit before tax and before deducting the incentive bonus (after deducting profit before income tax attributable to non-controlling interests and excluding other comprehensive income) for the relevant financial year. The amount of incentive bonus that the Executive shall receive in each financial year will be determined as follows:-

本公司应当根据集团的税前利润向执行人员支付激励奖金。为了该目的，“税前利润”指相应财政年度的经审计的合并所得税前、利润分享前（扣除少数股东利益后并且不包括非经常项目）的利润。各财政年度应向执行人员支付的激励奖金额按以下方式确定：

PBT 税前利润	Incentive Bonus 激励奖金额
Where PBT is not more than RMB300,000,000 当税前利润等于或低于 RMB300,000,000 元时	Nil 无
Where PBT is at least RMB300,000,000 当税前利润超过 RMB300,000,000 元时	0.5% of the actual PBT achieved in excess of RMB300,000,000 集团实际达到的税前利润超过 RMB300,000,000 元部分的 0.5%

## 7. CONFLICT OF INTEREST

### 利益冲突

During this Agreement, and save as already disclosed to the Board, the Executive shall not (except as a representative or nominee of any Group Company or otherwise with the

prior consent in writing of the Board) be directly or indirectly engaged, concerned or interested in any other business which:

在本协议期间, 除已经向董事会披露外, 执行人员不得 (除作为任一集团公司的代表或指派人或董事会事先书面同意) 直接或间接地从事、涉及或受益于任何以下业务:

- (i) is wholly or partly in competition with any business carried on by any Group Company by itself or themselves or in partnership, common ownership or as a joint venture with any third party; or  
该业务本身或与任何第三方通过合伙、共有或合资, 全部或部分地与任一集团公司所从事的业务有竞争关系; 或
- (ii) as regards any goods or services, is a supplier to or customer of any Group Company.  
该业务是任一集团公司关于任何货物或服务的供应商或客户。

## 8. CONFIDENTIALITY

保密

- (a) The Executive shall not, except as authorised or required in the performance of his duties under this Agreement, reveal to any person, firm or company any of the trade secrets, secret or confidential operations, processes or dealings or confidential information of any Group Company or any information concerning the organisation, business, finances, transactions or affairs of any Group Company which may come to his knowledge during his appointment hereunder, and shall keep with complete secrecy all confidential information entrusted to him and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to any Group Company or its business, or may be likely so to do. This restriction shall continue to apply after the termination of this Agreement without limit in point of time, but shall cease to apply to information or knowledge which may come into the public domain.

执行人员不得, 除非被授权或其职责所需, 向任何个人, 商号或公司泄露公司的任何商业机密、秘密或保密的运营、流程或交易或任一集团公司的保密信息, 或在其任职期间所了解到的有关任一集团公司的组织、业务、财务、交易或事务的任何信息, 并使任一集团公司向其委托的所有保密信息处于保密状态, 执行人员不得以可能损害任一集团公司或其业务或可能给任一集团公司或业务造成直接或间接损失的任何方式使用或试图使用任何该等保密信息。此项限制将在本协议终止后无限期继续有效, 已进入公众领域的信息和资料不再适用上述限制。

- (b) The Executive shall not, during the continuance of this Agreement, make, otherwise than for the benefit of any Group Company, any notes or memoranda relating to any matter within the scope of the business of any Group Company or concerning any confidential information of any Group Company or any of its dealings or affairs, nor shall the Executive, either during the continuance of this Agreement or afterwards, use or permit to be used any such notices or memoranda otherwise than for the benefit of any Group Company it being the intention of the parties hereto that all such notes or memoranda made by the Executive and confidential information shall be the property of the Company or such other Group Company. Upon the termination of the Executive's appointment hereunder, the Executive shall return the said notes, memoranda and confidential information or provide evidence of its destruction to the satisfaction of the Company or such other Group Company.

执行人员不得在本协议期间, 除为了任一集团公司利益外, 对于任一集团公司经营范围内的任何事项或与任一集团公司或其交易或事物有关的任何保密信息进行记录或备忘, 执行人员也不得在本协议期间或之后, 除为了任一集团公司利益外, 使用该等记录或备忘或允许他人使用, 本协议各方同意所有该等记录或备忘为本公司或

其他集团公司财产。执行人员根据本协议的聘任终止后，执行人员应当归还该等记录、备忘及保密信息或提供令本公司或其他集团公司满意的销毁该等记录、备忘及保密信息的证明。

## 9. TERMINATION 终止

- (a) This Agreement shall automatically terminate, without any notice or payment in lieu of notice, if:

若发生以下情况，本协议应当在没有事先通知或代替通知的支付的情况下解除：

- (i) the Executive becomes prohibited by law from being or ceases to be a director of the Company for any reason whatsoever; or  
执行人员无论任何原因被法律禁止或停止作为本公司董事；或
- (ii) the Executive becomes of unsound mind; or  
执行人员有或有可能有精神障碍；
- (iii) the Executive is convicted of (A) any offence and sentenced to any term of immediate or suspended imprisonment or (B) any offence involving fraud or dishonesty.  
执行人员触犯任何罪行并被立即或延缓监禁或涉及欺诈或不诚实；或

Upon such termination, the Executive shall not be entitled to claim any compensation or damages for or in respect or by reason of such termination.  
在该等终止情况下，执行人员无权要求关于中止的任何理由的补偿或赔偿。

- (b) At any time during his appointment, the Company may terminate the Executive's appointment forthwith without any notice or payment in lieu of notice if the Executive, in the reasonable opinion of the Board, shall:

若发生以下情况，根据董事会的合理意见，本公司可以在没有事先通知或代替通知的支付的情况下在任何时间解除本协议：

- (i) be guilty of any gross misconduct or willful neglect; or  
行为不良或疏于履行其职责；或
- (ii) breach any of the provisions of this Agreement in a material manner; or  
对于本协议任何规定的实质性违约；或
- (iii) commit any act of criminal breach of trust or dishonesty; or  
触犯信托或欺诈的犯罪行为；或
- (iv) become bankrupt or make any arrangement or composition with his creditors generally.  
破产或与其所有债权人做出任何安排或调解。

Upon such termination, the Executive shall not be entitled to claim any compensation or damages for or in respect or by reason of such termination.  
在该等终止情况下，执行人员无权要求关于中止的任何理由的补偿或赔偿。

- (c) The Company may, without prejudice to any remedy which it may have against the Executive for the breach or non-performance of any of the provisions of this Agreement, by notice to the Executive forthwith terminate this Agreement with immediate effect and without any compensation or damages being payable by the Company to the Executive, if:



在不影响本公司在执行人员违反或不履行本协议任何条款时针对执行人员的其他救济的前提下，本公司有权在如下事项发生时立即中止本协议并不对于执行人员承担任何赔偿或损害赔偿的责任：

- (i) he commits any act that is reported in general or trade press or otherwise achieves general notoriety which involves conduct that is likely to be regarded as illegal, immoral or scandalous and which, in the reasonable opinion of the Board is likely to discredit the Executive to a degree which materially reduces the value of his services to the Company or may discredit the Company through association with the Executive; or  
执行人员做出任何可能被认为是违法、不道德或引起公愤的行为，被公开报导或发布在行会的报纸上或臭名昭彰，董事会合理地认为上述行为败坏了执行人员的名声，严重降低了其服务于本公司的价值或与执行人员的关系可能败坏本公司的名声；或
  - (ii) he is in the reasonable opinion of the Board incompetent in the performance of his duties.  
董事会合理地认为执行人员不能胜任他的职责。
- (d) Upon the termination of his appointment hereunder for whatever reason the Executive shall:  
在无论任何原因终止其聘任后，执行人员应当：
- (i) at the request of the Company resign from office and from all offices held by him in any other Group Company and from all other appointments or offices which he holds as nominee or representative of any Group Company, and if he should fail to do so within 7 days the Company is hereby irrevocably authorised to appoint some person in his name and on his behalf to sign any documents or do any things necessary or requisite to give effect to these;  
应本公司要求辞去本公司其他集团公司的所有职务以及担任任一集团公司指定人或代表的所有职务，如执行人员未能在 7 天内完成上述行为，本公司再此不可撤销地被授权指派任何人以本公司名义并代表本公司为了使上述行为生效之目的签署任何必要的文件或实施任何必要的行为。
  - (ii) deliver up to the Board all correspondences, drawings, documents and other papers and all other property belonging to any Group Company which may be in the Executive's possession or under his control (including such as may have been made or prepared by or have come into the possession or under the control of the Executive) and relating in any way to the business or affairs of any Group Company or of any agent, correspondent or customer of any Group Company and the Executive shall not without the written consent of the Board retain any copies thereof; and  
向董事会递交执行人员所持有或控制（包括由执行人员制作或准备）的与任一集团公司的业务或事务或任一集团公司的任何代理、通信人、客户的业务或事务有任何关联的所有通信纪录、图画、文件及其他纸张和所有其他属于任一集团公司的财产，执行人员不得在未经董事会书面同意的情况下保留任何上述的副本；及
  - (iii) if so requested send to a duly appointed officer of the Board a signed statement confirming that he has complied with sub-clause (ii) hereof.  
应要求向董事会正式指定的工作人员递交经签署的声明，确认执行人员已经完成了上述第 ii 款的要求。

10. NON-COMPETITION

不得竞争

- (a) The Executive hereby agrees with the Company that he shall not during his employment hereunder and within a period of 12 months upon his ceasing to be Executive of the Company in all territories where the Company or any Group Company operates (the "Territories") directly or indirectly, except with the Company's prior written consent:

执行人员在此与本公司达成协议，不得在其根据本协议的聘任期间及停止担任本公司执行人员后的 12 个月内，在未经本公司事先书面同意的情况下在本公司或任一集团公司经营的所有区域（“区域”）内，直接或间接地：

- (i) either on his own account or for any other person directly or indirectly solicit, interfere with or endeavour to entice away from any Group Company any person who to his knowledge is now or has been a client, customer or employee of, or in the habit of dealing with, any Group Company,

为了执行人员自身或为了其他任何人员之目的，直接或间接地恳请、干扰或努力诱使其所知的现在或曾经为任一集团公司顾客、客户、雇员或惯于与任一集团公司交易的任何人员离开任一集团公司；

- (ii) either alone or jointly with or as a manager, agent for or employee of any person, directly or indirectly carry on or be engaged or concerned or interested in any business which shall be in direct competition with the business carried on by any Group Company at the date hereof or as at the time of cessation of employment (as the case may be) (the "Relevant Business"); and






单独享有的或与任何人员联合享有的或作为其经理、代理或雇员而享有的现存利益外，在签署本协议或停止雇用时间直接或间接地从事、涉及或受益于与任一集团公司开展的业务产生直接竞争的业务（“关联业务”）；及






- (iii) act as a director or otherwise of any other person, firm or company engaging directly or indirectly in the Relevant Business which is in competition with the business of any Group Company.

担任直接或间接从事关联业务、与任一集团公司业务产生竞争的其他人员、商号或公司的董事或其他雇员。

The Executive further agrees with the Company that he shall not during his employment hereunder and upon his ceasing to be Executive of the Company without limit in point of time, directly or indirectly, except with the Company's prior written consent:

执行人员与本公司进一步达成协议，不得在其根据本协议的聘任期间及停止担任本公司执行人员后的任何时间，除经本公司事先书面同意，直接或间接地：

- (i) use the names " " or " " or " " or " " or " " or any colourable imitation thereof in connection with any business; and

在任何的业务中使用 " " or " " or " " or " " or " " 或名称或与该名称的近似模仿；及

- (ii) use any trade mark of any Group Company in connection with any business.

在任何的业务中使用任一集团公司的任何商标。

- (b) The Executive hereby agrees with the Company that he shall not during his employment hereunder and after his ceasing to be an employee of the Company, directly or indirectly, except with the Company's prior written consent, disclose to any person, or himself use for any purpose, and shall use his best endeavours to prevent the publication or disclosure of, any information concerning the business, accounts or finances of any Group Company or any of its clients' or customers' transactions or affairs, which may, or may have, come to his knowledge.

执行人员与本公司达成协议，不得在其根据本协议的聘任期间及停止担任本公司执行人员后的任何时间，除经本公司事先书面同意，直接或间接地向第三人透露或为了任何目的自己使用并应当尽最大努力防止以下信息的公开或泄露：执行人员所知或有可能知道的关于任一集团公司业务、报表或财务或与其顾客、客户交易或事务的信息。

- (c) In the event that any of the covenants in sub-Clause (a) is held by a tribunal of competent jurisdiction to be void as being in unreasonable restraint of trade, the Executive shall not directly or indirectly at any time after the termination date for a term of 12 months in the Territories undertake any of the above activities described in sub-Clause (a) of this Clause with the intent that the provisions for and reference to herein of:

如果上述(a)款的任何限制被有管辖权的审判厅认为不合理限制交易而无效，则执行人员不得直接或间接地在终止日期后的 12 个月内的任何时间在区域中实施本条(a)款所述的任何行为，意图为使本处的规定或引述在：

- (i) the alternative periods:  
其它期间
- (ii) the alternative and cumulative parts of the Territories;  
区域的其他累计部分

shall be construed and/or be deemed as a number of separate covenants and independent of each other and capable of severance without altering the meaning of the words being severed not forming a part of the main purport and substance of the covenants.

应当被解释为和/或视为若干各自单独、独立的限制，并且能够在不改变文义的情况下被分割而不作为各项限制的主旨和实质。

- (d) Since the Executive may also obtain in the course of his appointment, by reason or services rendered for any Group Company, knowledge of the trade secrets or other confidential information of such Group Company, the Executive hereby agrees that he shall at the request and cost of the Company enter into a direct agreement or undertaking with such Group Company whereby he shall accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such business and such area and for such period as such Group may reasonably require for the protection of its legitimate interests.

执行人员有可能在履行聘任期间由于向本公司的任何相关公司提供服务或其他原因获得该等相关公司的商业机密 或其他保密信息，执行人员在此同意将应本公司要求并在本公司负担费用的情况下，与该等相关公司签署单独的协议或承诺，接受与该等业务、该等地区相关的在该等相关公司合理要求的期间内与本协议所含限制相应（或其他在不同情况下适宜）的限制，以保护相关公司的合法利益。

- (e) The Executive acknowledges that the restrictions contained in this Clause are reasonable and that substantial damage will be caused to the Company in the event of any violation of any of the provisions of this Clause by him.

执行人员承认本条所含限制是合理的，其违反本条任何规定将会使本公司蒙受巨大损失。

**11. CONTINUING EFFECT**

持续有效

The expiration or termination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any other accrued rights or remedies of the parties.

本协议期满或因任何情况导致终止将不会影响并且之后也不会影响协议各方明示施行的有关条款，同时不会损害一方因另一方违约而已经享有的任何权利。

**12. AGREEMENT PREVAILS**

本协议优先

This Agreement supersedes all previous agreements and arrangements relating to the appointment and/or employment of the Executive by the Company (which shall be deemed to have been terminated by mutual consent).

本协议代替及撤销以前就本公司聘任和/或雇用执行人员所达成的所有协议和安排（该等协议和安排视为双方协议终止）。

**13. NOTICES**

通知

Notices may be given by either party in writing by letter or telefax message addressed to the other party at, in the case of the Company, its registered office for the time being and in the case of the Executive his last known address and any such notice given in writing shall be deemed to have been effected at the time at which the letter or telefax message would be delivered in the ordinary course of post or transmission as the case may be.

任何一方可通过信件或传真向另一方发出通知应寄至另一方(如果是本公司)的现行注册地址，及(如果是执行人员)最后知道的地址。以信件发出的任何通知应该将正常邮寄的发件时间视为送达，以传真发出的任何通知应该在传真发送时视为送达。

**14. PARTIAL INVALIDITY**

部分无效

In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

本协议任何条款被任何法律证明为无效、非法或不可强制执行，将不影响本协议的其他条款但本协议应当解释为从未包含该等无效、非法或不可强制执行的条款。

**15. LANGUAGE**

文本

This Agreement has been prepared in English and in Chinese. In the event of inconsistencies between the 2 versions, the English version shall prevail.

本协议以中英文书写。若两文本有冲突，将以英文本为准。

**16. LEGAL COSTS**

法律费用

All costs and expenses including but not limited to the legal fees incurred in connection with the preparation of this Agreement shall be payable by the Company.  
本公司应当支付与准备本协议有关的所有花费和费用，包括但不限于律师费。

**17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B, SINGAPORE STATUTES)**

合同（第三方权利）法（第 53B 章，新加坡法案）

(a) The parties do not intend that any term of this Agreement shall be enforceable solely under or by virtue of Contracts (Rights of Third Parties) Act (Chapter 53B, Singapore Statutes) by any person who is not a party to this Agreement.

根据合同（第三方权利）法（第 53B 章，新加坡法案），任何非本协议一方的第三方都不得强制执行本协议项下的任何条款。

(b) For the avoidance of doubt, the parties may rescind, vary, waive and release all or any of their respective rights and obligations under this Agreement without the consent of any person who is not a party to this Agreement.

作为解释，协议各方有权在未获得非本协议协议方同意的情况下，撤销、变更、放弃及让渡其各自在本协议项下的全部或部分权利及义务。

**18. GOVERNING LAW**

管辖法

This Agreement shall be governed by the laws of Singapore and each of the parties hereto submits to the non-exclusive jurisdiction of the Courts of Singapore.

本协议应当依据新加坡法律管辖，协议各方在此服从新加坡法庭的非专属管辖。

IN WITNESS WHEREOF the parties have set their respective hands on the day and year first abovementioned.

在此见证 本协议于前述年份、日期前述并送达。

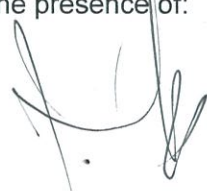
**Company**

本公司

SIGNED by  
for and on behalf of  
**WEIYE HOLDINGS LIMITED**  
in the presence of:



)  
)  
)  
)



**Executive**

执行人员

SIGNED by  
**ZHANG WEI**  
in the presence of:



)  
)  
)

