

## Terms of the VIE Contracts

The following paragraphs set out the major terms of the VIE Contracts disclosed in the Company's announcement dated 25 June 2015 (the "Announcement"). Capitalised terms used herein shall have the same meaning as set out in the Announcement.

### (i) Exclusive Consulting Service Agreement (獨家管理顧問服務協議)

- Date: 14th April 2015
- Parties: (i) The WFOE  
(ii) The OPCO
- Term: Effective upon its execution and can only be terminated if:
- (i) the entire equity interest held by each of the registered shareholders of the OPCO has been legally and duly transferred to the WFOE or its nominee;
  - (ii) upon the request of the WFOE; or
  - (iii) being forced to be terminated under the then applicable PRC laws and regulations.
- Subject: Pursuant to the Exclusive Consulting Service Agreement, the WFOE shall provide the OPCO with exclusive management consultancy services, including, among others, establishing appropriate business model of online platform for investment and financing, management and operation policies, and marketing plans and strategies, as well as provision of market and customer intelligence and research, assisting in establishing transfer model of creditor's rights, and developing business and operational funding alternatives. Detailed provisions have been set out in the Exclusive Consulting Service Agreement pursuant to which the OPCO must operate in accordance with the provisions insofar as permitted under relevant PRC laws and regulations and seek for the prior written approval from the WFOE if required.

For services provided by the WFOE, the OPCO shall pay to

the WFOE, as consultancy service fee, its entire profits before income tax (net of operating and other tax expenses) on an annual basis. The WFOE has the right to adjust the service fee in accordance with its services provided.

**(ii) Equity Pledge Agreement (股權質押合同)**

Date: 14th April 2015

Parties: (i) The WFOE  
(ii) The registered shareholders of the OPCO

Term of Pledge: of Indefinite commencing from the date of its execution by all relevant parties (subject to the registration of the pledge in the register of members of the OPCO which have been completed). The equity pledge created thereunder shall become effective upon such pledge having been duly registered with the relevant State Administration for Industry and Commerce of the PRC, until all payment obligations under the Exclusive Consulting Service Agreement have been fulfilled and the OPCO is no longer responsible for the obligations under the Exclusive Consulting Service Agreement. The equity pledge has been duly registered with the relevant State Administration for Industry and Commerce of the PRC.

Subject: Pursuant to the Equity Pledge Agreement, the registered shareholders of the OPCO agreed to pledge the entire equity interest of the OPCO to the WFOE, as security for the payment obligation under the Exclusive Consulting Service Agreement. Under the Equity Pledge Agreement, except with prior written consent of the WFOE or under the terms of the Exclusive Call Option Agreement, the registered shareholders of the OPCO are prohibited from transferring any of their equity interest in the OPCO, or creating or allowing any creation of any pledge which may affect the rights and benefits of the WFOE.

**(iii) Exclusive Call Option Agreement (獨家購買期權協議)**

Date: 14th April 2015

- Parties:
- (i) The WFOE
  - (ii) The OPCO
  - (iii) The registered shareholders of the OPCO
- Term: Effective upon execution of the agreement (i.e. 14th April 2015) until the entire equity interests of the OPCO have been transferred to the WFOE.
- Subject: Pursuant to the Exclusive Call Option Agreement, the registered shareholders of the OPCO agreed to irrevocably grant a right to the WFOE that insofar as permitted under applicable PRC laws and regulations, they shall transfer their respective equity interests in the OPCO to the WFOE with nil consideration. In the event that consideration is required to be provided for such transfer under relevant PRC laws and regulations, such consideration shall be the minimum as permitted under applicable PRC laws and regulations, and that insofar as permitted under applicable PRC laws and regulations, the full amount of consideration received by or paid to the registered shareholders of the OPCO, shall be returned to the WFOE.

The registered shareholders of the OPCO shall, upon request from the WFOE at any time, immediately and unconditionally transfer their entire equity interest in the OPCO to such representative(s) as nominated by the WFOE.

The registered shareholders of the OPCO undertake that, among other things, they will not:

- (i) execute any agreement to the effect of selling, transferring, pledging or otherwise disposing, or creating any encumbrances over the legal or beneficial interests of the OPCO, save in respect of the pledge of equity interest to the WFOE in accordance with the terms of the Equity Pledge Agreement;
- (ii) approve or authorize any sale, transfer, pledge, disposal or creation of any encumbrances over the

legal or beneficial interests of the OPCO, save in respect of the pledge of equity interest to the WFOE in accordance with the terms of the Equity Pledge Agreement; or

- (iii) approve or authorize the OPCO for any merger, amalgamation, acquisition or make any investments.

The Exclusive Call Option Agreement also sets out detailed provisions that the OPCO should follow or prohibit the OPCO to act without the prior written approval from the WFOE.

**(iv) Authorization Agreement (授權委託協議)**

Date: 14th April 2015

Parties: (i) The WFOE  
(ii) The registered shareholders of the OPCO

Term: Effective upon execution of the agreement (i.e. 14th April 2015) until it is terminated by written notice by all parties to the agreement or the entire equity interest of the OPCO held by the registered shareholders has been transferred to the WFOE.

Subject: Pursuant to the Authorization Agreement, the registered shareholders of the OPCO have unconditionally and irrevocably authorized and appointed the WFOE or any party assigned by the WFOE to exercise, at the discretion of the WFOE, all the shareholder's rights of the OPCO including (without limitation) rights to approve shareholders' resolutions, file documents with the relevant companies registry, convene and vote in shareholders' meetings, transfer or otherwise dispose with the equity interest of the OPCO, and all shareholders' rights provided for under the PRC laws and the articles of the OPCO. Pursuant to the PRC Company Law and the articles of the OPCO, minutes should be prepared for all the shareholders' resolutions made during the shareholder meetings and shareholders who have attended the shareholder meetings should sign on the minutes. Therefore, the shareholder's

rights of the OPCO include the rights to sign minutes.

Pursuant to the Authorization Agreement, the WFOE also has the right to authorize, at any time, any of its directors and their respective successors (including the liquidation committee of the WFOE upon liquidation of the WFOE), and the directors (and successors) of the OPCO as nominated by the WFOE (including members of the liquidation committee of the OPCO nominated by the WFOE upon liquidation of the OPCO), to exercise all rights granted to the WFOE under the Authorization Agreement. Pursuant to the PRC Company Law and the articles of the OPCO, the OPCO should set up a liquidation committee within 15 days from the occurrence of event which leads to liquidation. The liquidation committee should be formed by the shareholders of the OPCO and approved by shareholders' resolution. Therefore, in case of the OPCO's winding up, the WFOE or its nominees has the right to request the shareholders to take instruction from the WFOE or its nominees to form the liquidation committee of the OPCO. The liquidation committee has the right to liquidate the OPCO's assets and dispose of the OPCO's residual assets after all the OPCO's debts are settled.