

Loan Agreement

The agreement was signed by the following two Parties in Beijing, People's Republic of China (herein after referred to as "China") on November 15, 2013:

Party A: Xinnet Huatong Information Technology Co., Ltd.

Registration number: 110000410279267

Registered address: A2-503, F5, Building A, No. 1, Disheng West Road, Beijing Economic Development Zone, Beijing

Legal representative: CHEN Dan

Party B: Jiang Shaopeng

ID number: 420625198109053013

Registered address: Room 1206, Science and Technology Building, No. 5, Zhongguancun South Street, Haidian District, Beijing

Whereas,

1. Party A is a wholly foreign-owned enterprise registered in China, whose ultimate holding company is Sino-i Technology Limited ("Sino-i"), a Hong Kong registered company listed on the Stock Exchange of Hong Kong (Stock Code: 250).
 2. Party B is a Chinese citizen, holding 100% equity interest of Beijing CE Huatong Information Technology Co., Ltd. ("CE Huatong").
 3. CE Huatong is a company incorporated with valid existence under the law of the People's Republic of China with limited liabilities.
 4. CE Huatong holds 100% equity interest of Beijing Xinnet Technology Information Co., Ltd. (Beijing Xinnet). Beijing Xinnet is a company incorporated with valid existence under the law of the People's Republic of China with limited liabilities.
 5. Party B proposes to borrow from Party A a sum equivalent to the amount loaned by Party A to CE Huatong, as the working capital for CE Huatong.
 6. Party A agreed to provide loans to Party B in accordance with the terms and conditions under this Agreement, which shall be used as the working capital for CE Huatong.

Both Parties through consultation hereby agree upon the following terms and conditions concerning the provision of the Loan:

1. Loan

- 1.1 Party A agrees to provide an interest-free loan in the sum of RMB 1,500,000 (hereinafter referred to as the "Loan") to Party B. There is not a specific term

to this loan. At any time after the loan is provided by Party A under this Agreement to Party B, Party A is entitled to send a written notice to Party B requesting payment of the loan to Party A or other persons/companies specified by Party A within 30 days (or other date agreed to by both Parties). In addition, without the written consent of Party A, Party B shall not prepay the loan. If any of the following occurs, upon written request by the Party, Party B must immediately (or other later date otherwise agreed to by both Parties) repay the loan to Party A or other persons/companies specified by Party A:

- a) Party B applied for or was ordered to apply for bankruptcy, and was ruled by the court as being insolvent in its other debts; or
 - b) Party B was ruled by the court to be engaged or involved in any criminal offenses; or
 - c) When Party A exercises its purchase right under the "Exclusive Subscription Rights Agreement" (the "Subscription Rights Agreement") (Annex 1). (Party A has its discretion to use the Loan to pay the price of the Subscription Right as a consideration.

1.2 Party A agrees to transfer the total sum of the loan to the bank account designated by Party B (or other date otherwise agreed to by both Parties) within 30 days after receiving a written notice from Party B to withdraw the loan. Party B shall provide an Acknowledgment of Receipt to Party A on the same date of receiving the loan.

2. Representations and Warranties

2.1 Party A makes the following representations and warranties to Party B:

- a) Party A is a company incorporated with valid existence under the law of the People's Republic of China;
 - b) Party A has the right to sign and fulfill all the obligations under this Agreement; and
 - c) After receiving the written notice from Party B regarding the Loan in accordance with section 1.2 of this Agreement, Party A shall guarantee to transfer the loan to the bank account designated by Party B in a timely manner.

2.2 Party B makes the following representations and warranties to Party A:

- a) Party B has the right to sign and fulfill all the obligations under this Agreement;

- b) On the date when the agreement was signed, Party B is free of any disputes, litigation, arbitration, administrative proceedings or any other proceedings related to Party B, nor any potential disputes, litigation, arbitration, administrative proceedings or any other proceedings related to Party B; and
- c) Party B guarantees that the loan will be immediately transferred to CE Huatong to be used as the working capital of the company. Unless with the prior written consent of Party A, Party B promises not to use the loan for any other purposes.

3. Commitment

Party B makes the following irrevocable commitments to Party A:

- a) When signing the Loan Agreement, prompt Beijing Xinnet to sign the Subscription Rights Agreement; Equity Pledge Agreement (hereinafter referred to as the "Pledge Agreement") (Annex 3) (according to the Pledge Agreement, CE Huatong shall pledge 80% of Beijing Xinnet's Equity Interest to Party A in the form of a first charge as a pledge for the loan lent by Party A); and the "Exclusive Management and Technical Services Agreement" (hereinafter referred to as "the Management Services Agreement") (Annex 2) (According to the Management Services Agreement, Party A shall provide comprehensive management and technical services to Beijing Xinnet, and Beijing Xinnet shall pay their annual audited (after being adjusted according to the Hong Kong Financial Reporting Standard) net profit as the cost).
- b) When signing the Loan Agreement, prompt Beijing Xinnet to sign the Subscription Rights Agreement; the Pledge Agreement; and an irrevocable "Letter of Authorization" (hereinafter referred to as the "Letter of Authorization") (Annex 4) (based on the Letter of Authorization, CE Huatong shall transfer its entire shareholder rights and powers related to Beijing Xinnet unconditionally to Party A (including but not limited to appointing directors to replace all directors taking office at Beijing Xinnet appointed by Beijing Huatong), for the purpose that Party A can take full control of Beijing Xinnet (including management and operation)).
- c) Immediately sign and/or urge CE Huatong and/or Beijing Xinnet to sign any additional agreements and documents in response to the occasional request from Party A, in order to protect Party A's rights under this Agreement, the Subscription Rights agreement, the Pledge Agreement, the Letter of Authorization and the Management Services Agreement;

- d) Before receiving written consent from Party A, make sure that CE Huatong will not sell, transfer, mortgage/pledge or dispose the 80% share of Beijing Xinnet in any other ways (including but not limited to all rights and interests arising from the equity) which may incur encumbrances and / or third party rights to Part A, except all the rights, obligations and burdens arising from the pledge agreement; and
- e) Concerning that CE Huatong will pledge the remaining 20% Equity Interest of Beijing Xinnet to Beijing Zhongguancun Science and Technology Financing Guarantee Co., Ltd. (the “Pledgee”), prompt CE Huatong to cause the Pledgee to release the pledge of the aforesaid 20% equity interest when the pledge term expires or the extension of the term expires (whichever is later), and mortgage or pledge the 20% equity interest to Party A as a first charge.

4. Breach

Either party breaching the Agreement and resulting in failure of performing all or part of this Agreement shall be liable for breaching and shall compensate the other party for damages arising therefrom (including court costs and attorneys' fees arising therefrom).

5. Notices

- 5.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail (postage prepaid), by a commercial courier service (postage prepaid) or by facsimile transmission to the address of such Party set forth below. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
 - a) Notices given by personal delivery or by courier service shall be deemed effectively given on the second working day after the date of delivery.
 - b) Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).
 - c) Notices given by registered mail shall be deemed effectively given on the third working day after the date of delivery.

5.2 The addresses and contact information of the Parties are as follows:

Party A:

Address: A2-503, F5, Building A, No. 1, Disheng West Road, Beijing Economic Development Zone, Beijing

Tel: 10-87127000

Fax: 10-87127010

Party B:

Address: F2, Office Building, Peninsula Polis Garden (second phase), Golden Century, Dongjiaotou, Shekou District, Shenzhen

Tel: 755-26887588

Fax: 755-26887577

5.3 Any Party may at any time change its address, telephone or fax for notices by a notice delivered to the other Party.

6. Confidentiality Obligations

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third Parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

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7. Governing Law and Dispute Resolution

7.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of China.

- 7.2 In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the Beijing Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.
- 7.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

8. Miscellaneous

- 8.1 This Agreement is written in Chinese in two copies, each Party having one copy with equal legal validity.
- 8.2 With the consent of both Parties, amendments and supplements to this Agreement in writing are permitted. The amendment agreements and supplementary agreements that have been signed by the Parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.
- 8.3 In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.
- 8.4 The Annexes to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

Annex 1
“Exclusive Subscription Rights Agreement”

Annex 2

“Exclusive Management and Technical Services Agreement”

Annex 3
“Equity Pledge Agreement”

Annex 4
“Letter of Authorization”

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Xinnet Huatong Information Technology Co., Ltd.

Authorized representative: CHEN Dan

Jiang Shaopeng

Signature Page

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Authorized representative:

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