Shareholding Entrustment Agreement

Actual Contributor (Dormant Shareholder): Wuxi Aorong Industrial Co., Ltd (hereinafter referred to as Party A)

Address: 210 Xinzhou Road, Mei Village, Xinwu District, Wuxi City, Jiangsu Province, China

Legal Representative/ID No.: Qiu Liang

Telephone: [redacted]

Nominal Contributor (Registered Shareholder): Wuxi Jiajun Jewelry Trading Co., Ltd. (hereinafter referred to as Party B)

Address: 28-902, Shengping Lane, Wuxi, Jiangsu

Legal Representative/ID No.: Chen Kelong / [redacted]

Phone: [redacted]

Under the Shareholding Entrustment Agreement executed by Party A and Party B as of April 24, 2018, Party A, the actual contributor, commissions Party B to establish Yixing Yadong Technology Small Loan Co., Ltd. (hereinafter referred to as the Company) with a third party, and to hold shares in the Company as the nominal shareholder. Upon the establishment of the Company, the actual contributor is not registered as the shareholder of the company for the time being, and Party A's shares are held by Party B on its behalf. Party B is the nominal contributor to Party A's shares in the Company. Party B acts only, in its own name and on behalf of Party A, to exercise all the rights and perform all the obligations of Party A as the actual contributor and shareholder of the Company. The following agreements are concluded by both Parties in relation to Party B's responsibilities in its performance of duties and holding of shares on behalf of the Actual Contributor.

I. **Capital Contribution of Party A to the Company**

The amount of capital contributed by Party A to the Company is 20,000,000 Renminbi Yuan (in words: TWENTY MILLION Renminbi Yuan). Capital contribution is made in monetary form. Upon the establishment of the Company, the capital contribution of Party A accounts for 20% of its registered capital.

Prior to April 24, 2018, Party A paid 20,000,000 Renminbi Yuan (in words: TWENTY MILLION Renminbi Yuan) to the capital verification account designated by Party B as its contributed capital to the Company:

Opening Bank: [redacted]

Account Name: [redacted]

Account No.: [redacted]

The proof of Party A's account transfer shall be attached as an appendix to this Agreement.

II. Entrusted Matters

Entrusted matters refer to all issues in relation to the role and capacity of the Shareholder (Capital Contributor prior to incorporation), including but not limited to the establishment of the Company in the name of Party B, use of Party B’s name in the Company shareholder register, participation in relevant activities of the Company as the Company Shareholder, collection of dividends or bonuses on behalf of the Actual Contributor, attendance at shareholders’ meetings and exercise of voting rights, and exercise of other rights granted to the Company Shareholder in accordance with the Company Law and the Articles of Association of the Company.

III. Rules for Handling Entrusted Matters

1. All the rights and obligations of the Actual Contributor involving the establishment of the Company shall be subject to decisions made by Party A. Party B shall, in its own name, address all the matters of the Actual Contributor available upon the establishment of the Company following the decisions of Party A;

2. All the rights and obligations of the Company Shareholder in the whole process from the incorporation to dissolution of the Company shall be subject to decisions by Party A. Party B shall, in its own name, address all the matters of the Actual Contributor following the decisions of Party A;

3. The exercise of relevant rights and performance of obligations of the Actual Contributor or Shareholder by Party B shall be subject to the power of attorney separately issued by Party A as per this Agreement, except in case of emergency;

4. In case of emergency, Party B shall address such issues with a bona fide manager's duty of care in the interests of Party A, provided that Party A shall be promptly notified afterwards, and a written power of attorney issued as such;

5. For the purpose of this Agreement, the term "Emergency" means the situation under which Party B is unable to be given immediate instructions or granted written authorization by Party A, and failure to address the relevant issues immediately will compromise the interests of Party A;

6. Entrusted matters shall be handled by Party B in its own name and shall not be sub-entrusted to any third party unless otherwise permitted by Party A in writing;

7. Party B shall perform the bona fide manager's duty of care when handling matters stated in the power of attorney. Party B shall be held liable for any damages or losses in full and on time to Party A, the Company, other Company shareholders, or other stakeholders arising from any of the following:

(1) Any act by Party B conducted without power of attorney;

(2) Sub-entrustment by Party B of matters entrusted by Party A to any third party without written consent of Party A;

(3) Negligence or material omissions on the part of Party B when handling matters entrusted by Party A. Negligence or material omissions occurs when Party B fails to follow Party A's instructions or changes Party A's instructions without Party A's written consent when handling entrusted matters.

IV. Notification Obligation

1. As the Shareholder of the Company, Party A has the right to be advised by Party B regarding all matters about the Company. Upon request by Party A, Party B shall carry out due diligence investigation on corporate matters that Party A desires to know about in accordance with relevant laws and regulations, and the Articles of Association of the Company, and notify Party A of the results of the investigation in a timely manner;

2. Regarding the corporate information the Company Shareholder has the right to know about, Party B shall promptly and proactively collect such information, and report to Party A in an authentic, accurate, complete and timely manner in accordance with relevant laws and regulations, and the Articles of Association of the Company;

3. As a bona fide manager, Party B shall perform timely notification obligation as to other information in relation to Party A's exercise of shareholders' rights or corporate operations.

V. Cost Coverage for Handling Entrusted Matters

All taxes and expenses incurred by Party B in the process of handling matters authorized by Party A shall be borne by Party A.

VI. Risk Taking

Any investment risks arising from matters in connection with the Company and Party A's shareholder right which are handled by Party B pursuant to this Agreement and the power of attorney separately issued by Party A shall be borne by Party A.

In case of any change to the equity ratio as a result of capital increase and other circumstances, the percentage of entrusted shares shall change accordingly.

VII. Returns on Investment

1. The returns on investment made by Party A in the Company are the sole property of Party A. Party B shall not be entitled to such returns on the grounds of being the Nominal Shareholder hereunder;

2. All the returns on investment available to Party A shall be collected by Party B in its name and on Party A's behalf;

3. Party B undertakes that it shall transfer such returns on investment collected on Party A's behalf hereunder to the account designated by Party A within three days of collection. If it fails to do, Party B shall pay appropriate damages as per Article 13 of this Agreement.

VIII. Obligation to Assist in the Disposition of Party A's Shareholder Rights

Where Party A decides to perform legal disposition (including factual disposition) of shareholder rights and all the rights and interests in relation to the shareholder rights, Party B shall provide essential assistance and convenience in its own name subject to the written authorization of Party A. When it comes to relevant legal documents, Party B shall unconditionally accept these legal documents, and shall provide comprehensive and timely assistance needed in relation to the documents;

Party A's shareholder rights and relevant rights and interests in relation to the shareholder rights of which Party A performs legal disposition (including factual disposition), shall include, but not limited to, share transfer, financial security and guarantees, voting right, ROI claims, residual property claims, claim of preemptive right, right to be informed, right of supervision and inspection, and right of action.

IX. Restrictions

1. Upon nomination of Party A, Party B shall act as a board director of the Company with a term as long as the Shareholding Entrustment Agreement is valid. Upon termination of the Shareholding Entrustment Agreement, Party B shall resign from the position of the board director on its own initiative, unless all the shareholders including Party A agree that Party B should remain in the position;

2. While acting as the registered shareholder on behalf of Party A in the position of the Company's board director, Party B shall perform all the obligations for board directors as stipulated in the Company Law;

3. Party B, as the board director of the Company, shall enter into a non-compete agreement with the Company, and perform relevant obligations under the non-compete agreement;

4. Party B shall exercise its board director's rights in accordance with all the provisions under this Agreement governing the exercise of the rights

entrusted by the Company Shareholder;

5. Party B shall not, in the name or capacity of the Company Shareholder or board director, seek personal gains and/or compromise the interests of Party A, the Company, and other shareholders or stakeholders of the Company;

6. Party B shall be liable and compensate in full and in a timely manner for any losses incurred to Party A, the Company, other shareholders or stakeholders of the Company due to Party B's acts in violation of this Agreement and without written authorization of Party A.

X. Remuneration for Shareholding Entrustment

Shareholding entrustment under this Agreement is not involved with any remuneration.

XI. Termination of Shareholding Entrustment and Restoration of Shareholder Rights

1. Party A, the Actual Contributor, may request the termination of the shareholding entrustment and the restoration of its actual shareholding status at any time.

2. Termination Procedures Available to Party A:

(1) Party A shall deliver the notice to Party B on the termination of the Agreement with a three-day notice;

(2) Party B shall support Party A in the execution of all the legal documents needed for the termination. Party B shall make sure that all the rights to which Party A should have been entitled are returned to Party A or person(s) designated by Party A. Party B shall perform all other rights and obligations in accordance with the laws and regulations, Articles of Association, the Agreement and power of attorney;

(3) Party B shall assist in the registration procedures for the aforementioned change.

XII. Confidentiality

1. Without the consent of Party A, Party B shall not disclose to any stakeholders any matters hereunder;

2. Party B shall be obligated to keep confidentiality of this Agreement and all of Party A's business information that Party B has access to or becomes aware of during the performance of this Agreement;

3. The confidentiality obligation stated in Article 12 hereof shall remain valid after the termination of this Agreement, until the disclosure of the relevant matters will not bring any losses to Party A, or such information bears no value of confidentiality;

4. Party B shall be liable and compensate in full and in a timely manner for all direct or indirect losses incurred to Party A as a result of Party B's acts in violation of the confidentiality obligation.

XIII. Matters of Special Concern and Liability for Breach of Contract

All other Company shareholders are aware of and accept Party A's status as the actual shareholder, and agree that Party A may directly participate in corporate management in the capacity of the actual shareholder and claim all the shareholder rights if necessary, which Party B shall accept unconditionally.

If Party B makes unauthorized transfer of shares it holds on behalf of Party A during the validity of the shareholding entrustment agreement, or if the registration due to the change of shareholder rights is not completed as a result of Party B's failure to cooperate within 30 days after Party A delivers the written notice to Party B on the termination of the Agreement, Party B shall pay Party A an amount in compensation as specified below, whichever is higher:

1. The amount actually contributed by Party A plus the interest calculated from the date Party A pays the capital investment amount to Party B up till the date Party B pays the above damages at an annual interest rate of 12%;

2. The amount of the Company's net assets corresponding to the shares held by Party B on Party A's behalf at the time of breach of contract.

In addition to the aforesaid damages, the proceeds from Party B's unauthorized transfer of shares it holds on behalf of Party A shall be the property of Party A. In addition, Party B shall continue to pay the damages equivalent to the amount that should belong to Party A based on the subsequent appreciation of the shares thus transferred.

In case Party B fails to cooperate in the restoration of Party A's shareholder rights, the subsequent dividends and bonuses shall remain the property of Party A.

If Party B fails to transfer any proceeds or bonuses from share transfer to Party A according to the agreed schedule, Party B shall pay Part A the damages calculated at the daily rate of 0.3% of the delayed payment.

The Company shall provide joint and several liability guarantee for all the expenses that Party B shall pay Party A, including but not limited to the proceeds from share transfer, dividends and bonuses, damages, and litigation fees and legal fees.

XIV. Dispute Resolution

The Parties hereto agree that any disputes in connection with this Agreement shall be submitted to the <u>Shanghai International Arbitration Center</u>

for settlement through arbitration.

XV. Any matters not covered hereunder shall be separately addressed and agreed upon by both Parties.

XVI. This Agreement is made in duplicate, with each Party holding a copy thereof, which is deemed equally binding.

XVII. This Agreement shall come into effect as of the date of execution by the Parties listed on the signature page. Prior to the date, Party A may alter, supplement or terminate this Agreement as needed.

(The following page is intentionally left blank as the signature page)

(This is the signature page for the execution of the Shareholding Entrustment Agreement by ___________ and ____________.)

Party A (Signature/Seal): Qiu Liang

April 24th, 2018

Place of Execution: Wuxi

Seal: *Wuxi Aorong Industrial Co., Ltd Co., Ltd.*

Party B (Signature/Seal): Chen Kelong

April 24th, 2018

Place of Execution: Wuxi

Seal: *Wuxi Jiajun Jewelry Trading*

This agreement is to be executed in the presence of a lawyer.

Lawyer (Signature): Han Qian   April 24th, 2018

Corporate Seal: