

专利权质押合同

编号: YD201911070002

甲 方(出质人): 金小二科技(上海)有限公司

住 所: 上海市闵行区虹井路 280 弄 1 号 503 室

邮政编码:

法定代表人:

电 话:

传 真:

基本账户开户行: 中国建设银行股份有限公司上海康健支行

账 号:

乙 方(质权人): 宜兴市亚东科技小额贷款有限公司

住 所: 宜兴经济技术开发区凯旋路北侧(化工园区)

邮政编码:

法定代表人/主要负责人:

电 话:

传 真:

甲、乙双方(以下简称“双方”)经协商一致,基于平等、自愿的原则,根据《中华人民共和国担保法》、《中华人民共和国物权法》、《专利权质押登记办法》等法律、法规之规定,就甲方向乙方出质专利权相关事宜,达成如下协议:

第一条 质押的财产

1.1 双方确认,质押财产以附件《质押财产清单》所列之专利权为限,专利权的项数、名称、专利号、申请日、授权公告日等信息以附件《质押财产清单》为准。

第二条 被担保的主债权金额

2.1 双方确认,本合同项下被担保的主债权金额系人民币(大写:)。

第三条 主债务履行期间

3.1 主债务履行期间系自 2019 年 11 月 07 日至 2020 年 7 月 31 日

第四条 质押担保的范围

Contract of Patent Right Pledge

No.: YD201911070002

Party A (Pledgor): Jinxiaoer Technology (Shanghai) Co., Ltd.

Legal Address: Room 503, No. 1, Lane 280, Hongjing Road, Minhang District, Shanghai

Postal Code:

Legal Representative:

Tel.:

Fax:

Opening bank of basic account: China Construction Bank Corporation, Shanghai Kangjian Sub-branch

A/C No.:

Party B (Pledgee): Yixing City Yadong Technology Microfinance Co., Ltd.

Legal Address: North Side of Kaixuan Road, Yixing Economic and Technological Development Zone (Chemical Industry Park)

Postal Code:

Legal Representative (Person-in-Charge):

Tel.:

Fax:

Based on the principles of equality and voluntariness, Party A and Party B (hereinafter collectively referred to as the "Parties") have reached a consensus through consultation and hereby conclude this Contract regarding matters related to the pledge of patent rights by Party A to Party B in accordance with the provisions of *Guarantee Law of the People's Republic of China*, *Property Law of the People's Republic of China*, *Pledge Registration Measures for Patent Rights* and other laws and regulations, whereby it is agreed as follows:

Article 1 Pledged Property

1.1 Both Parties hereby confirm that the pledged property is limited to the patent rights listed in the attached *List of Pledged Property*, and the number of patent rights, names, patent numbers, filing dates, and authorization announcement dates are subject to the attached *List of Pledged Property*.

Article 2 Amount of Principal Claim Guaranteed

2.1 Both Parties hereby confirm that the amount of the principal claim guaranteed under this contract is RMB [REDACTED] yuan (In words: [REDACTED]).

Article 3 Period of Performance of the Principal Claim-Debts

3.1 The period of performance principal claim-debts is from November 07, 2019 to July 31, 2020

Article 4 Scope of Pledge Guarantee

4.1 双方确认，质押担保的范围系：主债权金额人民币 [REDACTED]（大写：[REDACTED]）及利息、违约金（包括罚息）、赔偿金及实现主债权和质权的费用（包括但不限于：诉讼费、保全费、律师费、公告费等）。

第五条 陈述与保证

5.1 甲方承诺，甲方保证对本合同项下至呀财产享有合法的所有权。

第六条 质押登记

6.1 双方确认，甲方应于本合同签署后 10 个工作日内向国家知识产权局申请专利权质押登记，质权自国家知识产权局登记时设立。

第七条 相关费用的承担

7.1 双方确认，本合同项下因评估、质押登记、保险等发生的相关费用均由 乙 方予以承担。

7.2 双方确认，甲 方负责质押期间专利年费的缴纳，并处理专利纠纷等事务。

第八条 质押期间质押财产的处分

8.1 质押期间，未经乙方书面同意，甲方不得赠予、迁移、出租、转让、再抵押（质押）或以其他方式处分本合同项下质押财产。

8.2 质押期间，经乙方书面同意，甲方转让质押财产所得的价款应优先用于向乙方提前清偿所担保的债权。

第九条 质押期间专利无效或权属发生变更的处理

9.1 质押期间，本合同项下专利权被宣告无效或权属发生变更的，甲方应于前述情况发生起 1 个工作日内向乙方提供与本合同项下主债权金额等值的担保。

第十条 补充担保

10.1 质押期间，非因乙方过错致质押财产价值减少的，甲方应于前述情况发生之日起 1 个工作日内向乙方提供与减少的价值相当的担保。

第十一条 保险

11.1 质押期间，甲方对质押财产予以投保的，财产保险的第一受益人应为乙方，且相关保险单证应交由乙方予以代管。

11.2 质押期间，质押财产如发生投保范围的损失，或者因第三人的行为导致质押财产价值减少的，保险赔偿金或损害赔偿金应为质押财产，存入乙方指定的账户，质押期间双方均不得动用。

第十二条 质押期间法律责任的承担

12.1 质押期间，因质押财产发生权属、侵权等纠纷的，应由甲方独立承担法律责任。

4.1 Both Parties hereby confirm that the scope of the pledge guarantee is: The amount of principal claim RMB [REDACTED] yuan (In words: RMB [REDACTED] only) plus interest, liquidated damages (including penalty interest), compensation and the expenses for realizing the principal claim and pledge (Including but not limited to: litigation fees, preservation fees, attorney fees, announcement fees, etc.).

Article 5 Representations and Warranties

5.1 Party A hereby promises to guarantee the legal ownership of the property under this Contract.

Article 6 Registration of Pledge

6.1 Both Parties hereby confirm that Party A shall apply for registration of patent pledge with the State Intellectual Property Office within 10 working days after the signing of this Contract, and the pledge right shall be established at the time of registration by the State Intellectual Property Office.

Article 7 Assumption of Relevant Expenses

7.1 Both Parties hereby confirm that all expenses incurred related to the evaluation, pledge registration, insurance, etc. hereunder shall be borne by Party B.

7.2 Both Parties hereby confirm that Party A shall be responsible for the payment of annual patent fees during the pledge period and shall handle patent disputes and other matters.

Article 8 Disposal of Property Pledged During Pledge Period

8.1 During the pledge period, without the written consent of Party B, Party A shall not gift, move, lease, transfer, re-mortgage (repledge) or dispose of the pledged property hereunder in any other way.

8.2 During the pledge period, with the written consent of Party B, Party A shall have priority in paying off the claims secured by party B in advance with the proceeds from the transfer of the pledged property

Article 9 Handling of Invalid Patents or Changes in Ownership During the Pledge Period

9.1 During the pledge period, if the patent right hereunder is declared invalid or there is any change to the ownership, Party A shall provide Party B with a guarantee equivalent to the amount of principal claim hereunder within 1 working days from the occurrence of the foregoing circumstances.

Article 10 Supplementary Guarantee

10.1 If the value of the pledged property decreases due to no fault of Party B during the pledge period, Party A shall provide Party B with a guarantee equivalent to the decreased value within 1 working day from the occurrence of the foregoing circumstances.

Article 11 Insurance

11.1 During the pledge period, if Party A insures the pledged property, the first beneficiary of the property insurance shall be Party B, and the relevant insurance documents shall be handed over to Party B for custody.

11.2 If the pledged property suffers from a loss in the insurance coverage, or the value of the pledged property decreases due to the actions of a third party during the pledge period, the insurance compensation or damages shall be deemed as the pledged property and deposited in the account designated by Party B and shall not be used by either parties during the pledge period.

Article 12 Undertaking of Legal Liabilities during the Pledge Period

12.1 In case of any dispute arising from the infringement of the ownership of the pledged property during the pledge period, Party A shall bear the legal responsibility independently.

第十三条 质权的实现

13.1 借款合同履行期限届满，借款人未能清偿债务，乙方有权以质押财产折价或以拍卖、变卖、兑现质押财产所得的价款优先受偿，实现质权。

13.2 乙方依本合同之约定处分质押财产所得的价款，按下列顺序分配：

13.2.1 支付处分质押财产所需的费用；

13.2.2 清偿借款人所欠乙方贷款利息；

13.2.3 清偿借款人所欠乙方贷款本金、违约金（包括罚息）和赔偿金等；

13.2.4 支付其他费用。

第十四条 质权的提前实现

14.1 发生下列情况之一，乙方有权提前处分质押财产实现质权：

14.1.1 甲方被宣告破产或解散；

14.1.2 甲方违反本合同第八条、第十条、第十二条、第十三条的约定或发生其他严重违约行为；

14.1.3 借款合同履行期间借款人被宣告破产、被解散、擅自变更企业体制致乙方贷款债权落空、改变贷款用途、卷入或即将卷入重大的诉讼（或仲裁）程序、发生其他足以影响其偿债能力或缺乏偿债诚意的行为等情况。

第十五条 违约责任

15.1 甲方因隐瞒质押财产存在共有、争议、被查封、被扣压或已设定抵押权等情况而给乙方造成经济损失的，应向乙方支付主债权金额 30% 的违约金，违约金不足以弥补乙方损失的，甲方还应就不足部分予以赔偿。

15.2 乙方保证须于贷款本息归还完毕之日起十日内解除对甲方财产的质押或其他担保，乙方逾期未予办理的，应按贷款金额每日支付 1% 的违约金给甲方。

第十六条 其他约定事项

16.1 甲方质押的财产中包括甲方交易平台系统的软件原代码（以光盘或 U 盘方式保存），该原代码保存介质（光盘或 U 盘）由甲方封存（加盖甲方印章）交给乙方保管。乙方保证在甲方正常履行合同期间不得擅自开启、复制、传播或使用该代码，否则视为乙方违约，乙方应向甲方支付人民币 [REDACTED]（[REDACTED]）的违约金。

16.2

16.3

第十七条 争议的解决

17.1 因本合同发生的争议，双方应友好协商解决，经协商不能达成一致的，双

Article 13 Realization of Pledge

13.1 If the borrower fails to repay the debt upon the expiration of the term of the Loan Contract, Party B shall have the right to take priority in the payment of the proceeds from the mortgaged property or the proceeds from the auction and sale of the mortgaged property to realize the pledge right.

13.2 Party B shall distribute the proceeds from disposing of the pledged property in accordance with this Contract in the following order:

13.2.1 Payment of the expenses required for disposing of the pledged property;

13.2.2 Repayment of the loan interest owed by the borrower to Party B;

13.2.3 Repayment of the loan principal, liquidated damages (including penalty interest) and compensation owed by the borrower to Party B;

13.2.4 Payment of other expenses.

Article 14 Realization of Pledge Right in Advance

14.1 Under any of the following circumstances, Party B shall have the right to dispose of the pledged property in advance to realize the pledge right:

14.1.1 Party A is declared bankrupt or dissolved;

14.1.2 Party A violates the provisions of Articles 8, 10, 12, and 13 hereof or commits other serious breaches of contract;

14.1.3 During the performance of the loan contract, Party B loses the loan claims, changes the purpose of the loan, is or will be involved in major litigation (or arbitration) procedures, or has other behaviors that affect its ability to pay debts or lack of sincerity to pay debts because the Borrower is declared bankrupt or disbanded, changes the enterprise system without authorization.

Article 15 Liability for Breach of Contract

15.1 If Party A causes economic losses to Party B due to concealment of the fact that the pledged property is subject to co-ownership, disputes, sealed up, withheld or mortgaged, Party A shall pay Party B a liquidated damage of 30% of the amount of principal claim, and if the liquidated damages are not enough to make up for Party B's losses, Party A shall also compensate party B for the insufficient part.

15.2 Party B hereby warrants that it shall release the pledge or other guarantees of Party A's property within ten (10) days after the repayment of the principal and interest of the loan. If Party B fails to do so within the time limit, it shall pay 1% of the loan amount as liquidated damages to Party A per day.

Article 16 Other Agreed Matters

16.1 The property pledged by Party A includes the original software code of Party A's trading platform system (stored in CD or USB disk), and the original code storage medium (CD or USB disk) shall be sealed up (with Party A's official seal) by Party A and handed over to Party B for safekeeping. Party B hereby warrants that the code shall not be opened, copied, transmitted or used without authorization during the normal performance of this Contract by Party A, otherwise it shall be deemed that Party B has breached the contract, and Party B shall pay Party A a penalty of RMB [REDACTED] yuan (RMB [REDACTED]).

16.2

16.3

Article 17 Settlement of Disputes

17.1 Any disputes arising from this Contract shall be settled by both Parties through friendly

方按主合同（YD201907110001）约定的争议解决方式处理。

第十八条 生效与文本

18.1 本合同应由双方法定代表人（或其授权代理人）签字并加盖公章。

18.2 本合同正本一式叁份，双方各执一份，用于登记备案 一份。

negotiation. If no agreement can be reached through negotiation, both Parties shall settle the dispute according to the dispute resolution method specified in the main Contract (YD201907110001).

Article 18 Validity and Copy

18. 1 This Contract shall be signed and sealed by the legal representatives (or their authorized agents) of both parties hereto.

18.2 This Contract is made in triplicate, with each party holding one, and another one for registration.

签署页（本页无正文）

甲方：金小二科技（上海）有限公司（盖章）

法定代表人：[REDACTED]

（或委托代理人）



（签字）

日期：

2019年11月07日

乙方：宜兴市亚东科技小额贷款有限公司（盖章）

法定代表人：[REDACTED]

（或委托代理人）



（签字）

日期：

____年____月____日

Signature page (No text on this page ,but signatures signed.)

Party A : Jinxiaoer Technology (Shanghai) Co., Ltd. (seal)

Jinxiaoer Technology (Shanghai) Co., Ltd. (seal)

Legal Representative (Entrusted Agent):  (signature)

Date: November 7, 2019

Party B: Yixing City Yadong Technology Microfinance Co., Ltd. (seal)

Yixing City Yadong Technology Microfinance Co., Ltd. (seal)

Legal Representative (Entrusted Agent):  (signature)

Date: _____(MM/DD/YY)