

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **January 31, 2024**

NOCERA, INC.

(Exact name of registrant as specified in charter)

Nevada

(State or other jurisdiction
of incorporation)

001-41434

(Commission
File Number)

16-1626611

(IRS Employer
Identification No.)

3F (Building B), No. 185, Sec. 1, Datong Rd., Xizhi Dist., New Taipei City Taiwan 221, ROC

(Address of principal executive offices and zip code)

(886) 910-163-358

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act: None

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	NCRA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter)

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 – Entry into a Material Definitive Agreement

On January 31, 2024, Nocera, Inc. (the “Company”), through its wholly-owned subsidiary and foreign enterprise, Shanghai Nocera Culture Co., Ltd. (“WFOE”) and Zhejiang Xınca Mutual Entertainment Culture Media Co., Ltd. (“Xınca”), a domestic funded limited liability company registered in China (P.R.C) (collectively, the “Parties”) entered into a series of contractual agreements (“VIE Agreements”) whereby the Company agreed to provide technical consulting and related services to Xınca. As a result, the Company has been determined to be the primary beneficiary of Xınca and Xınca became a variable interest entity (“VIE”) of the Company.

The VIE Agreements

The VIE structure was adopted mainly because the Chinese operating company may in the future engage in business that may require special licenses in China in an industry prohibiting foreign investment. The Company has entered into the following contractual arrangements with shareholders of Xınca that enable the Company to (i) have the power to direct the activities that most significantly affects the economic performance of Xınca, and ii) receive the economic benefits of Xınca that could be significant to Nocera. Pursuant to the VIE Agreements, the Company is fully and exclusively responsible for the management of Xınca, assumes all of the risk of losses of Xınca and has the exclusive right to exercise all voting rights of Xınca’s shareholders.

(1) Variable Interest Entity Purchase Agreement

On January 31, 2024, WFOE entered into a Variable Interest Entity Purchase Agreement with Xınca and Zhong Hui, the owner of 100% of the equity interests of Xınca (the “Existing Shareholder”) pursuant to which WFOE purchased 100% of the equity interests in Xınca from the Existing Shareholder in consideration for 1,800,000 shares of the Company’s unregistered common stock.

(2) Voting Rights Proxy Agreement & Power of Attorney Agreement.

On January 31, 2024, WFOE entered into a Voting Rights Proxy Agreement with Zhong Hui (the “Existing Shareholder”) and Xınca pursuant to which the Existing Shareholder irrevocably granted the WFOE or the individual then designated by the WFOE (“Attorney”) the power exercise, on their behalf, the following rights available to them in their capacity as a shareholder of Xınca under the then effective articles of association of Xınca (collectively, “Powers”): (a) to propose the convening of, and attend, shareholders’ meetings in accordance with the articles of association of Xınca on behalf of the Existing Shareholder; (b) to exercise voting rights on behalf of the Existing Shareholder on all matters required to be deliberated and resolved by the shareholders’ meeting, including without limitation the appointment and election of the directors and other executives to be appointed and removed by the shareholders, of Xınca the sale or transfer of all or part of the equity held by shareholders in Xınca; (c) to exercise other shareholders’ voting rights under the articles of association of Xınca (including any other shareholders’ voting rights stipulated upon an amendment to such articles of association); (d) other voting rights that shareholders shall enjoy under the China (P.R.C.) laws, as amended, revised, supplemented and re-enacted, no matter whether they take effect before or after the conclusion of the Voting Rights Proxy Agreement & Power of Attorney Agreement. The Existing Shareholder shall not revoke the authorization and entrustment accorded to the Attorney other than in the case where the Company gives the Existing Shareholder a written notice requesting the replacement of the Attorney, in which event the Existing Shareholder shall immediately appoint such other person as then designated by the Company to exercise the foregoing Powers and such new authorization and entrustment shall supersede, immediately upon its grant, the original authorization and entrustment. Pursuant to the agreement, in no event shall the WFOE be required to bear any liability or provide any economic or other compensation to the other Parties or to any third party in connection with the exercise of the Powers hereunder by the WFOE or the individual(s) designated by the WFOE. The Existing Shareholder and Xınca agreed to indemnify and hold harmless the WFOE or the individual(s) designated by the WFOE against any and all losses the WFOE or such individual(s) suffers or may suffer as a result of the exercise of the Powers, including without limitation any losses arising out of any suit, recourse, arbitration or claims brought by any third party against the WFOE or such individual(s) or any administrative investigation or sanction by any governmental authorities, unless such losses are caused by any willful misconduct or gross negligence of the Attorney.

(3) Exclusive Business Cooperation Agreement.

On January 31, 2024, the WFOE and Xınca entered into an Exclusive Business Cooperation Agreement pursuant to which the Company, through WFOE, agreed to provide technical consulting and services including management consulting services, general and financial advisory services and various general and administrative services, for the specific content thereof (hereinafter referred to as the “Target Business”) to Xınca as the technical consulting and service provider of Xınca in accordance with the conditions set forth therein. Xınca also agreed that, without the prior written consent of Xınca, during the term of this Agreement, it shall not accept any technical consulting and services identical or similar to the Target Business that are provided by any third party. The term of the agreement ten years, commencing on the date of the agreement and is automatically renewed for an additional ten years, unless it is terminated earlier by the Company or agreed to by the parties. WFOE may at any time terminate the agreement upon 30 days’ prior written notice. Xınca may not terminate the Agreement.

(4) Equity Interest Pledge Agreement.

Under the Equity Interest Pledge Agreement between the Company and Xınca shareholders, the Xınca shareholders pledged all of their equity interests in Xınca to the Company to guarantee the performance of Xınca's obligations under the Exclusive Business Cooperation Agreement. Under the terms of the agreement, in the event that Xınca or shareholders breach their respective contractual obligations under the Exclusive Business Cooperation Agreement, the Company, as pledgee, will be entitled to certain rights, including, but not limited to, the right to collect dividends generated by the pledged equity interests. Shareholders also agreed that upon the occurrence of any event of default, as set forth in the Equity Interest Pledge Agreement, the Company is entitled to claim indemnity.

(5) Exclusive Call Option Agreement.

Xınca and its shareholders entered into an Exclusive Call Option Agreement with the Company. Under the Exclusive Call Option Agreement, the Xınca shareholders irrevocably granted the Company (or its designee) an exclusive option to purchase, to the extent permitted under China (P.R.C.) law, part or all of their equity interests in Xınca. According to the Exclusive Call Option Agreement, the purchase price shall be the minimum price permitted by applicable China (P.R.C.) Law at the time when such share transfer occurs.

The foregoing description of the Agreements do not purport to be complete and are qualified in their entirety by reference to the full text of Agreements, which are filed as exhibits to this Current Report on Form 8-K and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

Pursuant to the Share Exchange Agreement, we exchanged a total of 1,800,000 shares of our restricted common stock for 100% of the issued and outstanding shares of Xınca. We relied on Regulation S for the exemption from registration of the shares in this transaction.

See the disclosures under Item 1.01 of this Current Report on Form 8-K, incorporated herein by this reference.

Item 8.01. Other Information.

On February 6, 2024, the Company issued a press release announcing the VIE Agreements. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

The disclosures under Item 8.01, including Exhibit 99.1 hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. The information provided herein shall not be deemed incorporated by reference into any filing made under the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such filing.

Item 9.01 - Exhibits

(a) Financial Statements of Business Acquired

* to be filed by Amendment by April 11, 2024.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Share Exchange Agreement
10.2	Voting Rights Proxy Agreement & Power of Attorney
10.3	Exclusive Business Cooperation Agreement
10.4	Equity Interest Pledge Agreement
10.5	Exclusive Call Option Agreement
99.1	Press Release issued February 6, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NOCERA, INC.

Date: February 6, 2024

By: /s/ Andy Ching-An Jin
Name: Andy Ching-An Jin
Title: Chief Executive Officer

可变利益实体购买协议 Variable Interest Entity Purchase Agreement

立约人 Parties

本可变利益实体购买协议（以下简称“协议”），签订日期为2024年1月31日，由上海诺斯拉文化有限公司（“购买方”）与宗辉（“卖方”）签订。This VARIABLE INTEREST ENTITY PURCHASE AGREEMENT (Agreement), dated 2024, is made by between Shanghai Nocera Culture Co., Ltd. (“Purchaser”) and Zong Hui (“Seller”).

鉴于本协议中的相互承诺和约定，双方同意购买可变利益实体的控制权，并按下述条款和条件进行。In consideration of the mutual promises and covenants in this Agreement, the Parties agree to the Purchase of controlling interest of a Variable Interest Entity and the Terms and Conditions as set forth below.

购买内容 Purchase

购买方将收购卖方在浙江星咖互娱文化传媒有限公司 100% 的控制权。The Purchaser shall acquire the Seller's 100% controlling interest of Zhejiang Xınca Mutual Entertainment Culture Media Co., LTD.

条件和条款 Terms And Conditions

1. 购买价格 Purchase Price

上海诺斯拉文化有限公司将用180万股Nocera Inc. (股票代码：NCRA)股权购买浙江星咖互娱文化传媒有限公司100%的可变利益实体控制权。The Purchaser will exchange 1.8 million shares of Nocera Inc. (NASDAQ:NCRA) for 100% controlling interest in the Variable Interest Entity of Zhejiang Xınca Mutual Entertainment Culture Media Co., LTD.

2. 付款条件 Payment

合同签订后，购买方应向卖方交割Nocera Inc. 180万股股权。Upon signing the contract, the Purchaser shall deliver 1.8 million shares of Nocera Inc. to the Seller.

3. 有效期间 Effective Date

合约期间自签约日起生效。The agreement effective from the date of signing.

4. 交付 Delivery

于生效日期当日，卖方应交付所有代表购买方购买控制权的可变动利益控协议及其法律意见书。At the effective date, the Seller shall deliver all Variable Interest Agreement and the Variable Interest Agreement legal opinion representing the controlling interest purchased by the Purchaser.

5. 卖方保证 Warranty of the Seller

卖方保证，本协议的履行不违反公司章程的任何条款或规定，或任何合同或任何承诺。此外，卖方保证，没有针对卖方的任何行动、诉讼或调查正在进行中。The Seller warrants that the consummation of this Agreement does not violate any terms or provision of the bylaws of the company or any contract or any commitment. Moreover, the Seller warrants that there are no actions, proceedings or investigation pending against the Seller.

6. 购买方保证 Warranty of the Purchaser

购买方了解与公司相关的投资风险，并同意他们能够承担这些风险。购买方在财务和业务事务方面有足够的知识和经验，使其能够评估与本协议相关的价值和风险。The Purchaser understands the risks of investments related to the company and claims they are able to bear the risks. The Purchaser has enough knowledge and experience in the financial and business matters, making the Purchaser capable of evaluating the merits and risks associated with this Agreement.

7. 适用法律Governing Law

本协议应受中国民法和公司法的管辖。

This agreement shall be governed by the civil law and the Company law of China.

(本页留作可变利益实体购买协议的签名页)

(This page is intentionally left as the signature page of the Variable Interest Entity Purchase Agreement)

购买方：上海诺斯拉文化有限公司

Purchaser：Shanghai Nocera Culture Co., Ltd.

代表人：邓淞元

Representative: Song-Yuan Teng

签名 Signature：/s/ Song-Yuan Teng

日期Date: January 31, 2024

地址：上海市奉贤区平庄西路1599号

Address: No. 1599, Pingzhuang West Road, Fengxian District, Shanghai, China

卖方：宗辉

Purchaser：Zong Hui

签名 Signature：/s/ Zong Hui

日期Date: January 31, 2024

地址：上海市浦东新区永泰路136弄25号402室

Address: Room 402, No. 25, Lane 136, Yongtai Road, Pudong New District, Shanghai, China

投票权代理协议

Voting Rights Proxy Agreement

本投票权代理协议（下称“本协议”）由下列各方于2024年1月31日在中国上海市签订：

This Voting Rights Proxy Agreement (“Agreement”) is made and entered into in Shanghai, China on January 31, 2024 by and among the following Parties:

1.
宗辉（以下称为“股东”）
住所：上海市浦东新区永泰路136弄25号402室

Zong Hui (hereinafter referred to as the “Existing Shareholder”)
Domicile: Room 402, No. 25, Lane 136, Yongtai Road, Pudong New District, Shanghai, China

2.
上海诺斯拉文化有限公司（以下称为“WFOE”）：
注册地：上海市奉贤区平庄西路1599号

Shanghai Nocera Culture Co., Ltd. (hereinafter referred to as “WFOE”)
Registered Address: No.1599, Pingzhuang West Road, Fengxian District, Shanghai, China

3.
杭州星咖互娱文化传媒有限公司（以下称为“国内公司”）
注册地：浙江省杭州市滨江区峰达中心A座1501室

Zhejiang Xince Mutual Entertainment Culture Media Co., LTD (hereinafter referred to as the “Domestic Company”)
Registered Address: Room 1501, Building A, Fengda Center, Binjiang District, Hangzhou, Zhejiang, China

在本协议中，WFOE、股东和国内公司以下各称“一方”，合称“各方”。

In this Agreement, each of the WFOE, Existing Shareholders and Domestic Company shall be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties”.

鉴于：

Whereas:

1.
现有股东合计持有本公司100%股权，其中宗辉持有本公司50%股权，其余50%股权已根据附录2的授权书授权于宗辉全权处理。

The Existing Shareholders own 100% equity interest in the Domestic Company in total, of which, Zong Hui holds 50% equity interest in the Domestic Company; The remaining 50% of the equity interest has been fully authorized to Zong Hui for management according to the authorization document in Appendix 2.

2.
现有股东拟委托WFOE或WFOE指定的个人行使其在国内公司的投票权，而WFOE或该个人愿意接受该委托。

The Existing Shareholders intend to entrust the WFOE or the individual designated by the WFOE to exercise their voting rights in the Domestic Company, and the WFOE or such individual is willing to accept such entrustment.

因此，双方在友好协商后，特此同意如下：

NOW, THEREFORE, the Parties, upon friendly negotiation, hereby agree as follows:

1. 投票权委托

Voting Rights Entrustment

1.1

现有股东特此不可撤销地承诺，将在执行本协议后以附件1的形式和内容分别执行授权委托书，授权WFOE或由WFOE指定的个人（“代理人”）根据当时有效的国内公司章程（统称“权力”）以国内公司股东的身份行使以下权利：

The Existing Shareholders hereby irrevocably undertake that they will severally execute a power of attorney in the form and substance of Appendix 1 hereto upon execution of this Agreement whereby they authorize WFOE or the individual then designated by WFOE (“Attorney”) to exercise, on their behalf, the following rights available to them in their capacity as a shareholder of the Domestic Company under the then effective articles of association of the Domestic Company (collectively, “Powers”) :

(a)
根据国内公司的组织章程，代表现有股东召开及出席股东会会议；

to propose the convening of, and attend, shareholders’ meetings in accordance with the articles of association of the Domestic Company on behalf of the Existing Shareholders;

(b)
代表现有股东就股东大会所需审议及决议的所有事宜行使投票权，包括但不限于国内公司董事及其他由股东委任及罢免的高管人员的委任及选举，股东在国内公司持有的全部或部分股权的出售或转让；

to exercise voting rights on behalf of the Existing Shareholders on all matters required to be deliberated and resolved by the shareholders’ meeting, including without limitation the appointment and election of the directors and other executives to be appointed and removed by the shareholders, of the Domestic Company, the sale or transfer of all or part of the equity held by shareholders in the Domestic Company;

(c)
根据国内公司章程规定行使其他股东的投票权（包括此类公司章程修改时而规定的任何其他股东投票权）；

to exercise other shareholders’ voting rights under the articles of association of the Domestic Company (including any other shareholders’ voting rights stipulated upon an amendment to such articles of association);

(d)
股 东根据中华人民共和国法律经修订，补充和重新制定而享有的其他投票权，无论其是在本协议签订之前还是之后生效。现有股东不得撤销授予委托书的授权及委托，惟WFOE向现有股东发出书面通知，要求更换代理人，则现有股东须立即委任该另一人为当时WFOE指定行使上述权利的，新的授权和委托在授予后立即取代原授权和委托。

other voting rights that shareholders shall enjoy under the People’s Republic of China (P.R.C) laws, as amended, revised, supplemented and re-enactd, no matter whether they take effect before or after the conclusion of this Agreement. The Existing Shareholders shall not revoke the authorization and entrustment accorded to the Attorney other than in the case where the WFOE gives the Existing Shareholders a written notice requesting the replacement of the Attorney, in which event the Existing Shareholders shall immediately appoint such other person as then designated by the WFOE to exercise the foregoing Powers and such new authorization and entrustment shall supersede, immediately upon its grant, the original authorization and entrustment.

1.2

代理人应当谨慎小心、合法履行委托授权书;现有股东确认并承担因上述权力由代理人行使而产生的任何法律后果的责任。

The Attorney shall, acting with care and diligence, lawfully fulfill the entrusted duties within the scope of authorization hereunder; the Existing Shareholders acknowledge, and assume liability for, any legal consequences arising out of the exercise by the Attorney of the foregoing Powers.

1.3

现有股东特此确认，在行使上述权力时，代理人不会被要求征求现有股东的意见，但代理人应立即（以事后方式）通知现有股东所有已通过决议案或任何决议案以及临时股东大会的提案。

The Existing Shareholders hereby acknowledge that the Attorney will not be required to solicit the opinions of the Existing Shareholders when exercising the foregoing Powers, provided that the Attorney shall promptly inform the Existing Shareholders (on an ex-post basis) of all resolutions adopted or any proposal for an extraordinary shareholders' meeting.

1.4

现有股东特此承诺，一经签署本协议，无论其在国内公司的股权如何变更，他们将授权代理人行使其时对国内公司的所有股东权利，未经WFOE事先书面同意不得行使任何权力。

The Existing Shareholders hereby undertake that, upon execution of this Agreement, irrespective of how their shareholding in the Domestic Company changes, they will authorize the Attorney to exercise all shareholder rights they have to the Domestic Company, and shall not exercise any Powers without prior written consent of the WFOE.

2.

获得信息权

Right to Information

为了行使本协议下的权力，代理人有权获知国内公司的运营，商业活动，客户，财务，员工和其他事项，并获取国内公司的相关文件;现有股东与国内公司应就此提供全面配合。

For the purpose of the exercise of the Powers hereunder, the Attorney shall have the right to be informed of the operations, business, customers, finances, employees and other matters of the Domestic Company and to access relevant documents of the Domestic Company; the Existing Shareholders and the Domestic Company shall provide full cooperation with respect thereto.

3.

行使权力

Exercise of Powers

3.1

现有股东应就代理人权力的行使提供全面协助，包括在必要时（例如，为了满足政府机关批准，登记和备案有关的文件提交要求）及时签署代理人通过的股东会议、决议或其他相关法律文件。

The Existing Shareholders shall provide full assistance with respect to the exercise by the Attorney of the Powers, including, where necessary (e.g., in order to meet the document submission requirements in connection with governmental authority approval, registration and filing), timely executing the shareholders' meeting resolutions adopted by the Attorney or other relevant legal documents.

3.2

如果在本协议期限内的任何时间，由于任何原因（现有股东或国内公司违约除外）无法实现本协议下授予或行使权力，则三方应立即采用最接近不可实现条款的替代方案，并在必要时订立补充协议以修订或修改本协议的条款来继续达成本协议目的。

If at any time during the term hereof, the grant or exercise of the Powers hereunder cannot be realized for any reason (other than a breach by the Existing Shareholders or the Domestic Company), the Parties shall immediately seek an alternative scheme closest to the unrealizable provisions and shall, when necessary, enter into a supplementary agreement to amend or modify the terms hereof so that the purpose of this Agreement may continue to be achieved.

4. 豁免和赔偿

Exemption and Compensation

4.1

各方承诺，在任何情况下，均不得要求WFOE或由WFOE指定的个人向现有股东及国内公司或任何第三方就本协议规定的权力行使承担任何责任或提供任何经济或其他补偿。

The Parties acknowledge that in no event shall the WFOE be required to bear any liability or provide any economic or other compensation to the other Parties or to any third party in connection with the exercise of the Powers hereunder by the WFOE or the individual(s) designated by the WFOE.

4.2

现有股东及国内公司同意对WFOE或WFOE指定的个人进行赔偿，以防止WFOE或代理人因行使权力而遭受或可能遭受的任何及所有损失，包括但不限于任何诉讼，追索权，仲裁或任何第三方面对WFOE或代理人提出的索赔或任何政府机关的任何行政调查或制裁，除非此类损失是由代理人的任何故意不当行为或重大过失造成的。

The Existing Shareholders and the Domestic Company agree to indemnify and hold harmless the WFOE or the individual(s) designated by the WFOE against any and all losses the WFOE or such individual(s) suffers or may suffer as a result of the exercise of the Powers, including without limitation any losses arising out of any suit, recourse, arbitration or claims brought by any third party against the WFOE or such individual(s) or any administrative investigation or sanction by any governmental authorities, unless such losses are caused by any willful misconduct or gross negligence of the Attorney.

5. 陈述和保证

Representations and Warranties

5.1

现有股东各自特此声明并保证：

The Existing Shareholders hereby severally represent and warrant that:

5.1.1

现有股东为具有完全民事行为能力的中华人民共和国自然人，具有完全和独立的法律地位和能力以及履行本协议的适当授权，可以作为独立的一方起诉或被起诉。或，现有股东为根据公司注册地法律合法注册并有效存在的有限责任公司，具有独立法人资格和，具有签署和履行本协议的完全、独立法律地位和能力，可以作为独立的一方起诉或被起诉。

They are People's Republic of China (PRC) natural persons with full capacity for civil conduct, have full and independent legal status and capacity and proper authorization to execute, deliver and perform this Agreement and may sue or be sued as an independent party. Or, they are each a limited liability company duly registered and lawfully existing under the laws of the place of incorporation with independent legal personality, have full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

5.1.2

现有股东拥有执行和签署本协议、本协议项下拟进行交易而应签署的所有其他文件，以及完成交易的全部权力和授权。本协议将由其合法、正式签署并履行，对其构成合法有效的约束。

They have full power and authorization to execute and deliver this Agreement and all other documents to be executed by them in connection with the transactions contemplated hereunder as well as full power and authorization to consummate the transactions contemplated hereunder. This Agreement will be lawfully and duly executed and delivered by them and will constitute their legal and binding obligations enforceable against them in accordance with its terms.

5.1.3

截至本协议生效时，现有股东是国内公司记录的合法所有人；除现有股东，国内公司及WFOE根据本协议及股权质押协议及独家认购权协议所创设的权利外，股东权力均不附加任何第三方权利。根据本协议，代理人可根据当时有效的国内公司章程全面及完全行使权力。

They are the legal owners of record of the Domestic Company as of the time of effectiveness of this Agreement; other than the rights created under this Agreement and the Equity Pledge Agreement and the Exclusive Call Option Agreement by and among the Existing Shareholders, the Domestic Company and the WFOE, the Powers are free from any third party rights. Pursuant to this Agreement, the Attorney may fully and completely exercise the Powers under the then effective articles of association of the Domestic Company.

5.2

WFOE和国内公司特此声明并保证：

The WFOE and the Domestic Company hereby severally represent and warrant that:

5.2.1

它们均为根据公司注册地法律合法注册并有效存在的有限责任公司，具有独立法人资格，具有签署和履行本协议的完全、独立法律地位和能力，可以作为独立的一方起诉或被起诉。

They are each a limited liability company duly registered and lawfully existing under the laws of the place of incorporation with independent legal personality, have full and independent legal status and capacity to execute, deliver and perform this Agreement and may sue or be sued as an independent party.

5.2.2

他们拥有完整的执行和签署本协议、本协议项下拟进行交易而应签署的所有其他文件，以及完成交易的全部权力和授权。

They have full internal corporate power and authorization to execute and deliver this Agreement and all other documents to be executed by them in connection with the transactions contemplated hereunder as well as full power and authorization to consummate the transactions contemplated hereunder.

5.3

国内公司进一步声明并保证：

The Domestic Company further represents and warrants that:

5.3.1

现有股东是截至本协议生效时，国内公司记录的合法所有人。除现有股东，国内公司及WFOE根据本协议及股权质押协议及独家认购权协议所创设的权利外，股东权力均不附加任何第三方权利。根据本协议，代理人可根据当时有效的国内公司章程全面及完全行使权力。

The Existing Shareholders are the legal owners of record of the Domestic Company as of the time of effectiveness of this Agreement; other than the rights created under this Agreement and the Equity Pledge Agreement and the Exclusive Call Option Agreement by and among the Existing Shareholders, the Domestic Company and the WFOE, the Powers are free from any third party rights. Pursuant to this Agreement, the Attorney may fully and completely exercise the Powers under the then effective articles of association of the Domestic Company.

6.

协议期限

Term of Agreement

6.1

根据本协议第6.2条和第6.3条的规定，本协议自当事人正式签署之日起生效，除非双方通过书面协议或根据本协议第6.4条提前终止，否则本协议有效期为十（10）年。该期限届满后，除非WFOE提前三十（30）天通知其他方不续约，否则本协议将自动续签一（1）年，依此类推。

Subject to Article 6.2 and Article 6.3 hereof, this Agreement shall become effective as from the date it is duly executed by the Parties hereto, and, unless terminated early by the Parties by written agreement or in accordance with Article 6.4 hereof, this Agreement shall remain valid for a period of ten (10) years. Upon expiry of the term, unless the WFOE has by a thirty (30) days' prior notice notified the other Parties not to renew, this Agreement shall be automatically renewed for one (1) year and so on.

6.2

本协议各方应在各自营业期限到期前三个月内完成批准和注册程序，以延长其营业期限，以便本协议的期限可以继续。

Each Party hereto shall complete the approval and registration procedures to extend its business term within three months before expiry thereof, so that the term of this Agreement may continue.

6.3

如果任何一位现有股东在事先获得WFOE同意的情况下转让其在国内公司的全部股权，则转让的现有股东不再是本协议的一方，但本协议下其他缔约方的义务和承诺不受到不利影响。若经WFOE事先书面同意，任何现有股东转让其于国内公司的全部或部分股权，该现有股东承诺取得该等权益受让人同意继承及履行本协议项下现有股东的义务、承诺和协议所有责任的书面确认。

If either of the Existing Shareholders assigns, with prior consent of the WFOE, all of his equity in the Domestic Company, the transferring Existing Shareholder shall cease to be a Party hereto, while the obligations and covenants of other Parties hereunder shall not be adversely affected thereby. If, with prior written consent of the WFOE, any Existing Shareholder transfers all or part of his equity in the Domestic Company, such Existing Shareholder undertakes to obtain written confirmation of the transferee of such equity whereby such transferee agrees to inherit and perform all liabilities, obligations and covenants of such Existing Shareholder hereunder.

6.4

终止

Termination

(a)

到期日终止。本协议将在期限届满之日终止，除非根据本协议的有关规定予以延长。

Termination on Expiry Date. This Agreement shall terminate on the expiry date of the term unless it is extended in accordance with relevant provisions hereof.

(b)

提前终止。在本协议有效期内，现有股东或国内公司不得提前终止本协议。尽管有上述规定，WFOE可以在任何时候提前三十（30）天向其他方发出书面通知终止本协议。

Early Termination. During the term of this Agreement, the Existing Shareholders or the Domestic Company shall not early terminate this Agreement. Notwithstanding the foregoing, the WFOE may at any time issue a written notice to other Parties thirty (30) days in advance to terminate this Agreement.

(c)

继续有效。本协议终止后，各方根据第七条，第八条和第九条享有的权利和义务继续存在。

Survival. Upon termination of this Agreement, the rights and obligations of the Parties under Article 7, Article 8 and Article 9 shall survive.

7.

保密义务

Confidentiality Obligation

7.1

无论本协议是否已终止，各方均应严格保密商业秘密，独家信息，客户信息以及在协商和履行期间了解其他各方保密性质的任何其他相关信息（统称为“机密信息”）。除非从披露机密信息的一方获得事先书面同意或者相关法律或法规或适用的上市规则要求向第三方披露，否则接收保密信息的一方不得向任何第三方披露任何保密信息。除为执行本协议之外，接收保密信息的一方不得直接或间接使用任何保密信息。

Irrespective of whether this Agreement has been terminated, each of the Parties shall maintain in strict confidence the trade secrets, proprietary information, customer information and any other information of a confidential nature of the other Parties coming into its/his knowledge during the conclusion and performance of this Agreement (collectively, “Confidential Information”). Except where prior written consent has been obtained from the Party disclosing the Confidential Information or where disclosure to a third party is mandated by relevant laws or regulations or by applicable listing rules, the Party receiving the Confidential Information shall not disclose any Confidential Information to any third party; the Party receiving the Confidential Information shall not use, either directly or indirectly, any Confidential Information other than for the purpose of performing this Agreement.

7.2

以下信息不构成保密信息：

The following information shall not constitute the Confidential Information:

(a)
任何资料，如书面证据所示，先前已通过合法途径为接收方所知;或

any information which, as shown by written evidence, has previously been known to the receiving Party by way of legal means; or

(b)
非因接收方的过失而进入公共领域的任何信息;或者

any information which enters the public domain other than as a result of a fault of the receiving Party; or

(c)
接收方在收到相关信息后从其他来源合法获得的任何信息。

any information lawfully acquired by the receiving Party from other source subsequent to the receipt of relevant information.

7.3

接收方可以向其相关员工，代理人或其聘用的专业人员披露保密信息，前提是接收方应确保此类人员遵守本协议的相关条款和条件，并承担由其违反本协议的相关条款和条件产生的任何责任。

A receiving Party may disclose the Confidential Information to its relevant employees, agents or its engaged professionals, provided that such receiving Party shall ensure that such persons shall comply with relevant terms and conditions of this Agreement and that it shall assume any liability arising out of any breach by such persons of relevant terms and conditions of this Agreement.

7.4

尽管本协议有任何其他规定，本条款的有效性不受本协议终止的影响。

Notwithstanding any other provisions of this Agreement, the validity of this Article shall not be affected by termination of this Agreement.

8. 违约责任和赔偿

Default Liabilities and Indemnity

8.1

各方同意并确认，如果本协议的任何一方（“违约方”）严重违反本协议的任何条款，或实质上未履行或延迟履行本协议项下的任何义务，则应构成本协议下的违约（“违约”），则任何其他非违约方（“非违约方”）可以要求违约方在合理的期限内进行更正或者采取补救措施。如果违约方仍然未能在合理的时限或他方以书面形式通知违约方并要求更正后的十天（10）内进行更正或采取补救措施，则：

The Parties agree and confirm that if any Party hereto (“Breaching Party”) materially breaches any provision hereof, or materially fails to perform or delays in perform any obligation hereunder, it shall constitute a default hereunder (“Default”), and any of other non-breaching Parties (“Non-breaching Parties”) may request the Breaching Party to make correction or take remedy within a reasonable time limit. Should the Breaching Party still fail to make correction or take remedy within such reasonable time limit or ten (10) days after the other Party notifies the Breaching Party in writing and requests for correction, then:

(a)
如果违约方是任何现有股东或国内公司，WFOE有权终止本协议并要求违约方支付违约金;或

If the Breaching Party is any Existing Shareholder or the Domestic Company, the WFOE shall have the right to terminate this Agreement and request the Breaching Party to pay liquidated damages; or

(b)

如果违约方是WFOE，非违约方有权要求违约方支付违约金，前提是非违约方无权终止或撤销本协议，除非法律另有规定。

If the Breaching Party is the WFOE, the Non-breaching Party shall have the right request the Breaching Party to pay liquidated damages, provided that the Non-breaching Party shall have no right to terminate or rescind this Agreement, unless otherwise stipulated by the laws.

8.2

尽管本协议有其他规定，本条款的有效性不受本协议的任何暂停或终止的影响。

Notwithstanding any other provisions of this Agreement, the validity of this Article shall not be affected by any suspension or termination of this Agreement.

8.3

赔偿。现有股东须就WFOE因履行本协议而产生的任何诉讼，索偿或其他要求而产生的任何损失，损害，责任或支出，向本公司提供完全赔偿。现有股东保证WFOE不会因现有股东的任何行为或任何第三方因现有股东的行为而提出的任何索赔而对WFOE造成任何损失和损害。

Indemnity. The Existing Shareholders shall fully indemnify the WFOE against any loss, damage, liability and/or cost resulting from any action, claim or other demand made against the WFOE due to or arising out of the performance of this Agreement, and hold the WFOE harmless from any loss and damage caused to the WFOE by any act of the Existing Shareholders or any claim made by any third party due to the act of the Existing Shareholders.

9.

适用法律和争议解决

Applicable Laws and Dispute Resolution

9.1

本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中华人民共和国法律。

Applicable Laws. The formation, validity, interpretation, performance of, and the resolution of dispute arising out of, this Agreement shall be governed by the People's Republic of China (PRC) laws.

9.2

争议解决。因解释和履行本协议而发生的任何争议，本协议各方首先通过友好协商的方式加以解决。如果与本协议有关或由本协议引起的任何争议无法通过友好协商解决，任何一方均可将此类争议提交上海国际经济贸易仲裁委员会，并根据其当时有效的仲裁规则在上海解决纷争。对于本协议下的仲裁，仲裁庭应由三名仲裁员组成。申请人和被申请人各自指定一名仲裁员，第三名仲裁员由上述两名仲裁员经协商或由上海国际经济贸易仲裁委员会委任。仲裁裁决是终局的，对双方具有法律约束力。除仲裁裁决另有规定外，所有费用应由败方承担。双方一致同意仲裁不得公开进行。

Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties upon friendly negotiation. If any dispute in connection with or arising out of this Agreement cannot be resolved through friendly negotiation, either Party may submit such dispute to Shanghai International Economic and Trade Arbitration Commission to be administered in Shanghai in accordance with its arbitration rules then in force. For the arbitration hereunder, the arbitration tribunal shall consist of three arbitrators. The applicant and the respondent shall each appoint one arbitrator, and the third arbitrator shall be appointed by the said two arbitrators upon negotiation or appointed by Shanghai International Economic and Trade Arbitration Commission. The arbitration award shall be final and legally binding upon the Parties. Except as otherwise provided in the arbitration award, all costs shall be borne by the defeated Party. The Parties unanimously agree that the arbitration shall not be conducted publicly.

10. 法律变更

Change in Law

本协议生效后，如果中华人民共和国的任何中央或地方立法或行政机关修改任何中央或地方法律，法规，条例或其他规范性文件，包括修改，补充，废除，解释或公布任何实施方法或规则现行法律，法规，条例或其他规范性文件（统称“修订”），或者发布新的法律，法规，条例或者其他规范性文件（统称“新规”），则在以下前提下适用：

Upon effectiveness of this Agreement, if any central or local legislative or administrative authority in the People's Republic of China (PRC) amends any central or local People's Republic of China (PRC) law, regulation, ordinance or other normative document, including amending, supplementing, repealing, interpreting or publishing implementing methods or rules for any existing law, regulation, ordinance or other normative document (collectively referred to as the "Amendment"), or issuing any new law, regulation, ordinance or other normative document (collectively referred to as "New Regulation"), the following provisions shall apply:

10.1

如果修订或新规对一方比本协议有效期内的适用法律有利（而另一方不会因此产生任何重大不利影响），则各方应及时向有关当局申请（如有必要）以获取此类利益，各方应尽一切努力促使获取此类许可。

If the Amendment or New Regulation is more favorable to any Party than any applicable law, regulation, ordinance or other normative document then in force on the effective date of this Agreement (and the other Party will not thus be imposed any material adverse effect), then the Parties shall timely apply to relevant authority (if necessary) for obtaining the benefits of such Amendment or New Regulation. The Parties shall make every effort to procure the approval of such application.

10.2

如果由于修订或新规对WFOE的经济利益有任何直接或间接的重大不利影响，并且各方不能按照本协议之规定解决对WFOE经济利益的不利影响，则在WFOE通知其他各方后，各方应及时协商对本协议进行所有必要的修改，以最大限度地保护WFOE的经济利益。

If, due to the Amendment or New Regulation, there is any direct or indirect material adverse effect on the economic interests of the WFOE hereunder, and the Parties cannot solve such adverse effect imposed on the economic interests of the WFOE in accordance with the provisions of this Agreement, then after the WFOE notifies the other Parties, the Parties shall timely negotiate to make all requisite amendment to this Agreement to maximally protect the economic interests of the WFOE hereunder.

11.

不可抗力

Force Majeure

11.1

“不可抗力事件”是指任何超出缔约方合理控制范围的事件，并且不能通过受影响方的合理注意义务来防止，包括但不限于自然灾害，战争和暴动，但欠缺债信，资本或资金不视为超出一方合理控制范围。如果发生不可抗力事件延迟或妨碍履行本协议，受影响的一方对此类延迟或无法履行不承担责任。寻求免除本协议履约义务或本协议任何条款规定的受影响方应立即通知他方被免除的义务和完成履行应采取的措施。

A “Force Majeure Event” refers to any event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot. However, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.

11.2

只有当受影响方已尽一切合理努力履行本协议时，寻求豁免义务的一方始可免除履行被延迟或被阻碍的义务，而不承担任何责任。一旦此类责任免除的原因被纠正或修补，各方同意尽最大努力恢复履行本协议。

The Party affected by Force Majeure Event shall not assume any liability hereunder, provided that only when the affected Party has made all reasonable efforts to perform this Agreement, the Party who seeks exemption of obligation may be exempted from performing such obligation and only to the extent of the delayed or impeded performance. Once the cause for such exemption of liability is corrected and remedied, each Party agrees to use his or its best efforts to resume the performance of this Agreement.

12.

其他

Miscellaneous

12.1

通知。根据本协议发出的所有通知均应通过专人递送、传真或挂号邮件发送。如果通过挂号邮件发送，则在签署收到挂号邮件的回执之日视为有效地发出通知。通过专人递送或传真传送时，则视为于交付之日发出通知。通过传真发送的通知的原件应通过挂号邮件发送或在通过传真发送后由专人递送。

Notice. All notices required to be given pursuant to this Agreement shall be delivered personally or sent by facsimile transmission or registered mail. A notice shall be deemed effectively given on the date of the signature on the receipt of the registered mail if sent by registered mail, or on the date of delivery if given by personal delivery or facsimile transmission. The original copy of the notice sent by facsimile transmission shall be sent by registered mail or delivered personally immediately after being sent by facsimile transmission.

12.2

进一步保证。各方同意立即签订为履行本协议条款和目的而合理需要的其他文件，并采取有助于履行本协议条款和目的的进一步合理行动。

Further Assurance. The Parties agree to promptly execute documents that are reasonably required for the implementation of the provisions and purpose of this Agreement and take further actions that are reasonably required for the implementation of the provisions and purpose of this Agreement.

12.3

完整协议。除本协议签署之后的书面修改，补充或变更外，本协议应构成三方就本协议内容达成的完整协议，并取代所有事先的口头和书面协商。

Entire Agreement. Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

12.4

标题。本协议的标题仅为方便起见，不得用于解释或以其他方式影响本协议条款的含义。

Headings. The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

12.5

税收和费用。各方应各自承担因本协议的签署和履行而产生的任何和所有税费。

Taxes and Expenses. Each Party shall bear any and all taxes and expenses occurring to or levied on it with respect to the execution and performance of this Agreement.

12.6

转让协议。未经WFOE事先书面同意，国内公司不得转让本协议项下权利和义务予任何第三方。国内公司特此同意WFOE可将其在本协议项下的权利和义务转让给任何第三方，在这种情况下，WFOE只需向国内公司发送书面通知，而无需进一步征得国内公司的同意。

Transfer of Agreement. Without prior written consent of WFOE, the Domestic Company may not assign its rights and obligations hereunder to any third party. The Domestic Company hereby agrees that WFOE may assign its rights and obligations hereunder to any third party, in which case WFOE only needs to send a written notice to the Domestic Company, without further obtaining the consent of the Domestic Company for such assignment.

12.7

承继。本协议对缔约方各自的继承人及经许可的受让人发生拘束力。

Succession. This Agreement shall be inure to the benefits of and binding upon the respective successors and permitted assigns of each Party

12.8

可分割性。如果本协议的任何条款因相关法律不一致而无效或不可执行，则该条款在相关法律适用的范围内被视为无效或不可执行，且不会影响本协议其他条款的法律效力。

Severability. If any provision of this Agreement is invalid or unenforceable due to inconsistency with relevant laws, such provision shall be deemed invalid or unenforceable only to the extent where the relevant laws apply, and will not affect the legal validity of other provisions of this Agreement.

12.9

豁免。任一缔约方均可豁免本协议的条款和条件，前提是此类豁免权在以书面形式提出并经各方同意和签署后生效。如果违约之一方在特定情况下得到他方的豁免，该豁免不构成也取得其他类似违约行为的豁免。

Waiver. Any Party may waive the terms and conditions of this Agreement, provided that such waiver shall only become effective if made in writing and agreed and signed by the Parties. No waiver by a Party of the breach by the other Party in a specific case shall operate as a waiver by such Party of any similar breach by the other Party in other cases.

12.10

协议的修正和补充。各方应通过书面文书修改和补充本协议。经各方妥善签署后，该修改和补充将成为本协议的组成部分，并具有与本协议相同的法律效力。

Amendment and supplement of Agreement. The Parties shall amend and supplement this Agreement by a written instrument. Any amendment and supplement will become an integral part of this Agreement after proper execution by the Parties and have same legal effect as this Agreement.

12.11

份数及语言。本协议应以中、英文书就，一式四份，各方各持一份，各份具有同等效力。如果中、英文发生不一致，则以英文版本为准。

Counterpart and Language. This Agreement shall be written in Chinese and English and made in four copies, with each Party hereto holding one copy with the same effect. In the event of any inconsistency between Chinese and English, the English version shall prevail.

(本页留作股票权代理协议的签名页)

(This page is intentionally left as the signature page of the Voting Rights Proxy Agreement)

股 东 : 宗 辉

Existing Shareholder: Zong Hui

签 字 : /s/ Zong Hui

Signature: /s/ Zong Hui

(本页留作股票权代理协议的签名页)

(This page is intentionally left as the signature page of the Voting Rights Proxy Agreement)

外商独资公司：上海诺斯拉文化有限公司

WFOE: Shanghai Nocera Culture Co., Ltd.

签字：/s/ Song-Yuan Teng

Signature：/s/ Song-Yuan Teng

姓名：邓淞元

Name：Song-Yuan Teng

职务：董事

Title：Director

(本页留作股票权代理协议的签名页)

(This page is intentionally left as the signature page of the Voting Rights Proxy Agreement)

国内公司：杭州星咖互娱文化传媒有限公司

Domestic Company：Zhejiang Xinca Mutual Entertainment Culture Media Co., LTD

签字：/s/ Zong Hui

Signature：/s/ Zong Hui

姓名：宗辉

Name：Zong Hui

职务：董事长

Title：Chairman

附件一：

Appendix 1:

授权书

POWER OF ATTORNEY

由宗辉于2024年1月31日签署的本授权书，授权上海诺斯拉文化有限公司指定的经理人为公司作为代理人（以下简称“代理人”）。

POWER OF ATTORNEY executed by Zong Hui on January 31, 2024, is issued in favor of the individual designated by Shanghai Nocera, Inc. (hereinafter referred to as the “Attorney”).

我，特此授予代理人全权代表，以我的名义，以我作为杭州星咖互娱了文化传媒有限公司（“国内公司”）股东身份享有以下权利：

I, hereby grant to the Attorney full power and authority to exercise, on my behalf and in my name, the following rights enjoyed by myself in my capacity as a shareholder of Zhejiang Xinca Mutual Entertainment Culture Media Co., Ltd. (“Domestic Company“):

(1) 根据国内公司章程，代表我提议召开和出席股东大会;

to propose the convening of, and attend, shareholders’ meeting on my behalf in accordance with the articles of association of the Domestic Company;

(2) 代表我就股东大会审议和决议的所有事项行使表决权，包括但不限于国内公司股东大会任命和罢免的董事及其他高管的任命和选任，出售或转让股东在国内公司持有的全部或部分股权;

to exercise voting rights on my behalf on all matters deliberated and resolved by the shareholders’ meeting, including without limitation the appointment and election of the directors and other executives to be appointed and removed by the shareholders’ meeting, of the Domestic Company, the sale or transfer of all or part of the equity held by shareholders in the Domestic Company;

(3) 代表我行使本公司章程规定的其他股东表决权（包括任何其他股东在修改该章程后产生的投票权）；

to exercise other shareholders’ voting rights under the articles of association of the Company on my behalf (including any other shareholders’ voting rights arising after an amendment to such articles of association);

(4) 股东根据中华人民共和国法律享有的其他投票权，无论是在本协议签订之前还是之后生效，经修改，修订，补充和重新制定。

other voting rights that shareholders shall enjoy under the People’s Republic of China (PRC) laws, as amended, revised, supplemented and re-enacted, no matter whether they take effect before or after the conclusion of this Agreement.

本人特此不可撤销地确认，除非WFOE已发出要求更换代理人的指示，否则本授权书将保持有效，直至本投票权代理协议到期或提前终止为止。

I hereby irrevocably confirm that unless the WFOE has issued an instruction requesting the replacement of the Attorney, this POA shall remain valid until the expiry or early termination of the Shareholders Voting Rights Proxy Agreement, dated January 31, 2024, entered into among the WFOE, the Domestic Company and the Existing Shareholders of the Domestic Company.

在此见证，我特此出具此授权书。

IN WITNESS HEREOF, I hereby issue this POA.

股东：宗辉

Existing Shareholder : Zong Hui

签字：/s/ Zong Hui _____

Signature : /s/ Zong Hui _____

附件二：

Appendix 2:

授权书

POWER OF ATTORNEY

本授权书由向上软件科技（上海）有限公司和毕劭康以下统称为（授权人）于2024年1月31日签署，授权宗辉（以下简称“代理人”）全权处理授权人在杭州星咖互娱文化传媒有限公司（“国内公司”）所持有的全部股权。

This POWER OF ATTORNEY is executed by Upward Software (Shanghai) Co., LTD. and Pi Shao-Kan (Hereinafter Collectively referred to as the “Principals”) on the January 31, 2024, granting full authority to Zong Hui (hereinafter referred to as the “Attorney”) to manage all of the Principals’ equity interests in Zhejiang Xınca Mutual Entertainment Culture Media Co., Ltd. (the “Domestic Company”).

授权人，特此授予代理人以下权力和权限：

The Principals, hereby grant the Attorney the following powers and authorities:

1. 根据国内公司章程，代表各授权人提议召开和出席股东大会；

to propose the convening of, and attend, shareholders’ meeting on behalf of each Principal in accordance with the articles of association of the Domestic Company;

2. 代表各授权人就股东大会审议和决议的所有事项行使表决权，包括但不限于国内公司股东大会任命和罢免的董事及其他高管的任命和选任，出售或转让股东在国内公司持有的全部或部分股权；

to exercise voting rights on behalf of each Principal on all matters deliberated and resolved by the shareholders’ meeting, including without limitation the appointment and election of the directors and other executives to be appointed and removed by the shareholders’ meeting, of the Domestic Company, the sale or transfer of all or part of the equity held by shareholders in the Domestic Company;

3. 代表各授权人行使本公司章程规定的其他股东表决权（包括任何其他股东在修改该章程后产生的投票权）；

to exercise other shareholders’ voting rights under the articles of association of the Company on behalf of each Principal (including any other shareholders’ voting rights arising after an amendment to such articles of association);

4. 股东根据中华人民共和国法律享有的其他投票权，无论是在本协议签订之前还是之后生效，经修改，修订，补充和重新制定；

other voting rights that shareholders shall enjoy under the People’s Republic of China (PRC) laws, as amended, revised, supplemented and re-enacted, no matter whether they take effect before or after the conclusion of this Agreement.

5. 特此授予代理人全权处理与授权人在国内公司所持股权相关的所有事务，包括但不限于签署和执行股权质押协议、投票权代理协议、独家业务合作协议及独家购买权协议。

To hereby grant full authority to the Attorney to handle all affairs related to the Principals’ equity interests in the Domestic Company, including but not limited to the signing and execution of Equity Pledge Agreements, Shareholders’ Voting Rights Proxy Agreements, Exclusive Business Cooperation Agreements, and Exclusive Option Agreements.

各 授权人特此不可撤销地确认，除非WFOE已发出要求更换代理人的指示，否则本授权书将保持有效，直至股权质押协议、投票权代理协议、独家业务合作协议及独家购买权协议到期或提前终止为止。

Each Principal hereby irrevocably confirm that unless the WFOE has issued an instruction requesting the replacement of the Attorney, this POA shall remain valid until the expiry or early termination of the Shareholders Voting Rights Proxy Agreement, Equity Pledge Agreements, Exclusive Business Cooperation Agreements, and Exclusive Option Agreements dated January 31, 2024, entered into among the WFOE, the Domestic Company and the Existing Shareholders of the Domestic Company.

在 此见证，我们特此出具此授权书。

IN WITNESS HEREOF, I hereby issue this POA.

(本页留作授权书的签名页)

(This page is intentionally left as the signature page of the Power of Attorney)

授 权 人 : 向上软件科技 (上海) 有限公司

Principal: Upward Software (Shanghai) Co., LTD.

授 权 代 表 : _____

Authorized representative: _____

授 权 代 表 签 字 : _____

Authorized representative Signature: _____

授 权 人 : 毕劭康

Principal: Pi Shao-Kan

签 字 : */s/ Pi Shao-Kan* _____

Signature: */s/ Pi Shao-Kan* _____

独家业务合作协议

Exclusive Business Cooperation Agreement

本独家业务合作协议（下称“本协议”）由下列各方于2024年1月31日在中国上海市签订：

This Exclusive Business Cooperation Agreement (“Agreement”) is made and entered into in Shanghai, China (PRC) on January 31, 2024 by and among the following Parties:

1. 上海诺斯拉文化有限公司（以下称为“WFOE”）：

注册地：上海市奉贤区平庄西路1599号

Shanghai Nocera Culture Co., Ltd. (hereinafter referred to as “WFOE”)

Registered Address: No. 1599, Pingzhuang West Road, Fengxian District, Shanghai, China

2. 杭州星咖互娱文化传媒有限公司（以下称为“国内公司”）

注册地：浙江省杭州市滨江区峰达中心A座1501室

Zhejiang Xınca Mutual Entertainment Culture Media Co., LTD (hereinafter referred to as the “Domestic Company”)

Registered Address: Room 1501, Building A, Fengda Center, Binjiang District, Hangzhou, Zhejiang, China

鉴于：

Whereas：

1. WFOE是在中华人民共和国（以下简称“中国”）成立的外商独资企业，拥有提供技术咨询和服务的资源和资格；

The WFOE is a wholly foreign-owned enterprise established in the People’s Republic of China (hereinafter referred to as the “PRC”) and has resources and qualifications to provide technical consulting and services;

2. 国内公司为在中华人民共和国注册的国内股份有限公司；以及

The Domestic Company is a domestic funded limited liability company registered in the People’s Republic of China (PRC) and

3. WFOE同意向国内公司提供技术咨询和相关服务，国内公司同意接受WFOE提供的技术咨询和服务。

The WFOE agrees to provide technical consulting and related services to the Domestic Company, and the Domestic Company agrees to accept the technical consulting and services provided by the WFOE .

因此，双方经协商一致同意：

NOW, THEREFORE, the Parties agree as follows upon negotiation:

1. **技术咨询和服务; 独家和专有权益**

Technical Consulting and Services; Sole and Exclusive Rights and Interests

1.1 WFOE同意作为国内技术咨询和服务提供商依照协议规定的条件向国内公司提供技术咨询和服务（有关服务的具体内容（以下简称“目标业务”），请参见附录1）。

The WFOE agrees to provide technical consulting and services (please see Appendix 1 for the specific content thereof (hereinafter referred to as the “Target Business”) to the Domestic Company as the technical consulting and service provider of the Domestic Company in accordance with the conditions set forth herein during the term of this Agreement.

1.2 国内公司同意接受WFOE提供的技术咨询和服务。国内公司进一步同意，未经WFOE事先书面同意，在本协议有效期内，国内公司不得接受任何第三方提供的与目标业务相同或类似的任何技术咨询和服务。

The Domestic Company agrees to accept the technical consulting and services provided by the WFOE. The Domestic Company further agrees that, without prior written consent of the WFOE, during the term of this Agreement, the Domestic Company shall not accept any technical consulting and services identical or similar to Target Business that are provided by any third party.

2. 技术咨询和服务费（以下简称为“咨询服务费”）的计算和支付

Calculation and Payment of the Technical Consulting and Service Fee (here in after referred to as the “Consulting Service Fee”)

双方同意，本协议项下的咨询服务费应根据本协议附录2中规定的方法确定和支付。

The Parties agree that the Consulting Service Fee under this Agreement shall be determined and paid based on the method set forth in Appendix 2 attached hereto.

3. 缔约方责任

Responsibilities of the Parties

3.1 WFOE的责任。除了其他条款中提供的职责外，WFOE还应承担以下责任：

Responsibilities of the WFOE. In addition to the responsibilities provided in other clauses hereof, the WFOE shall also assume the following responsibilities:

- (a) 专业、及时向国内公司提供支持服务;

To provide support services to the Domestic Company professionally and timely;

- (b) 协助国内公司编制与目标业务有关的业务计划;

To assist the Domestic Company in preparing the business plan relating to the Target Business;

- (c) 协助国内公司规划，设计，开发和参与目标业务;

To assist the Domestic Company in the planning, design, development of, and engagement in, the Target Business;

- (d) 为国内公司提供合格的服务人员，以履行本协议项下的服务; 以及

To provide the Domestic Company with competent talent for the purpose of performing the services hereunder; and

- (e) 严格履行本协议项下的义务以及作为一方的任何其他相关协议。

To strictly fulfill its obligations under this Agreement and any other relevant contract to which it is a party.

3.2 国内公司的责任。除了其他条款中规定的职责外，国内公司还应承担以下责任：

Responsibilities of the Domestic Company. In addition to the responsibilities provided in other clauses hereof, the Domestic Company shall also assume the following responsibilities:

- (a) 未经WFOE事先书面同意，不接受任何第三方提供的任何相同或类似的支持服务;

Without prior written consent of the WFOE, not to accept any identical or similar support service provided by any third party;

(b) 接受WFOE提供的所有服务和有关支持服务的所有建议;

To accept all services and all advice on the support services, provided by the WFOE;

(c) 在WFOE协助下编制业务计划;

To prepare the business plan under the assistance of the WFOE;

(d) 在WFOE的协助下策划, 设计, 发展, 创造及从事目标业务;

To plan, design, develop, create and engage in the Target Business under the assistance of the WFOE;

(e) 如果发生任何影响国内公司正常运营的事件, 则为国内公司应及时通知WFOE;

In case of any event which affects the normal operation of the Domestic Company, the Domestic Company shall timely notify the WFOE;

(f) 国内公司特此授权WFOE或WFOE的任何授权人员在合理时间内进入国内公司的办公场所或其他营业场所;

The Domestic Company hereby authorizes the WFOE or any authorized person of the WFOE to enter into the office space or other place of business of the Domestic Company within reasonable time;

(g) 国内公司不得采取并试图促使其他第三方不采取任何可能对WFOE的所有权或本协议所提供服务的知识产权产生任何不利影响的的行为;

The Domestic Company shall not take, and shall try to cause other third parties not to take, any action which may produce any adverse effect on the WFOE's ownership or intellectual property rights of and in the services provided hereunder;

(h) 向WFOE提供WFOE认为必要或有用的任何技术或其他材料, 以提供本协议项下的服务, 并允许WFOE进入WFOE认为必要或有用的相关设施, 以提供服务本协议;

To provide the WFOE with any technology or other material which the WFOE deems necessary or useful for it to provide the services hereunder, and allow the WFOE to enter into relevant facilities which the WFOE deems necessary or useful for it to provide the services hereunder;

(i) 为目标业务建立及维持一个单独的会计单位;

To establish and maintain a separate accounting unit for the Target Business;

(j) 严格遵守WFOE与国内公司共同制定的业务计划和决策, 经营和实施国内公司的目标业务和其他业务;

To operate and carry out the Target Business and other business of the Domestic Company in strict compliance with the business plan and decisions jointly made by the WFOE and the Domestic Company;

(k) 如果国内公司打算与任何第三方订立任何重要合约, 则须在签订该合约前取得WFOE的书面同意。“重大合同”是指任何与第三方的书面或口头合同, 协议, 契约或合作承诺, 股权转让, 融资或以其他方式影响国内公司的任何业务和WFOE本协议的利益或使WFOE决定采取对本协议的任何变更或提前终止;

Where the Domestic Company intends to enter into any material contract with any third party, it shall obtain the written consent of the WFOE prior to execution of such contract. A “material contract” refers to any written or oral contract, agreement, covenant or undertaking of cooperation, equity transfer, financing or otherwise affecting any business of the Domestic Company and the WFOE's interest in this Agreement or causing the WFOE to decide to make any change to or early terminate this Agreement, with any third party;

(l) 以有效, 审慎及合法的方式管理目标业务, 以实现利润最大化;

To manage the Target Business in a valid, prudent and lawful manner, so as to maximize the profits;

(m) 协助WFOE并向WFOE提供足够的合作，以便WFOE有效履行其义务和义务所需的一切事务；

To assist the WFOE in, and provide the WFOE with sufficient cooperation on, all affairs required for the WFOE to validly fulfill its duties and obligations hereunder;

(n) 向WFOE报告与工商有关主管部门的所有通信，并及时向WFOE提供从工商相关主管部门获得的所有文件，许可证，批准和授权的复印件；

To report all communications with the relevant administrations for industry and commerce to the WFOE, and timely provide the WFOE with the photocopies of all documents, permits, approvals and authorizations obtained from relevant administrations for industry and commerce;

(o) 为履行本协议项下的服务，协助WFOE与中华人民共和国政府，省，地方政府及其他实体的其他相关部门和机构建立和维持关系，并协助WFOE获取所有此类工作所需的许可，许可，批准和授权；

For the purpose of performing the services hereunder, to assist the WFOE in carrying out, establishing and maintaining relationships with other relevant departments and agencies of the People's Republic of China (PRC) government, provincial and local governments and other entities, and assist the WFOE in obtaining all permits, licenses, approvals and authorizations required for such work;

(p) 协助WFOE完成所有免税进口手续，以提供WFOE提供服务所需的资产，材料和用品；

To assist the WFOE in completing all duty-free importation formalities for the supply of assets, materials and supplies as required for the WFOE to provide services;

(q) 协助WFOE以具竞争力的价格购买WFOE在中华人民共和国所需的设备，材料，供应品，劳务及其他服务；

To assist the WFOE in purchasing equipment, materials, supplies, labor services and other services required by the WFOE in the People's Republic of China (PRC) at a competitive price;

(r) 按照所有适用的中华人民共和国法律法规运营，并执行与运营有关的所有必要手续；

To operate in accordance with all applicable People's Republic of China (PRC) laws and regulations, and complete all necessary formalities relating to the operation;

(s) 向WFOE提供有关中华人民共和国法律，法规，条例及规则的复印件以及WFOE所需的其他相关材料；

To provide the WFOE with the photocopies of relevant People's Republic of China (PRC) laws, regulations, ordinances and rules as well as other relevant materials required by the WFOE;

(t) 国内公司将使其股东同意，WFOE有权从国内公司的股东获得任何奖金，股息或其他利润或利益（不论形式如何），国内公司的股东应在实现此类奖金，股息，利润或利益时，无延迟或附加条件支付或转让给WFOE。

The Domestic Company will cause its shareholders to agree that any bonus, dividend, or other profit or benefit (regardless of the form) which the WFOE is entitled to receive from the Domestic Company as a shareholder of the Domestic Company, shall be paid or transferred to the WFOE, without delay or additional condition, at the time of realization of such bonus, dividend, profit or benefit.

(u) 严格履行本协议项下的义务以及作为其一方的任何其他相关合同。

To strictly fulfill its obligations under this Agreement and any other relevant contract to which it is a party.

3.3 国内公司的不作为义务。为了确保国内公司履行与WFOE达成的所有协议以及对WFOE的所有义务，国内公司向WFOE承诺，除非经WFOE或WFOE指定的其他方事先书面同意，否则国内公司不参与任何可能对国内公司的资产，业务，人员，义务，权利或公司运营的任何重大或不利影响产生的交易，包括但不限于以下内容：

Inaction Obligation of the Domestic Company. In order to secure the Domestic Company performance of all agreements concluded with the WFOE and all obligations to the WFOE, the Domestic Company undertake to the WFOE that, except with prior written consent of the WFOE or other party designated by the WFOE, the Domestic Company shall not enter into any transaction which may produce any material or adverse effect on the assets, business, personnel, obligations, rights or corporate operation of the Domestic Company, including but not limited to the following:

(a) 开展超出公司正常业务范围的任何活动;

To carry out any activity beyond the normal scope of business of the Company;

(b) 向任何第三方提供任何贷款或承担任何债务;

To provide any loan to any third party or assume any debts;

(c) 更改或罢免本公司任何董事或高级管理人员;

To change or remove any director of the Company or remove and replace any senior executive of the Company;

(d) 向任何第三方出售或获得任何资产或权利，包括但不限于任何知识产权;

To sell or acquire any asset or right to and from any third party, including but not limited to any intellectual property right;

(e) 通过其自有资产或知识产权为任何第三方提供担保或任何其他形式的担保，或对本公司资产设置任何其他产权负担;

To provide guarantee or any other form of security for any third party with its own assets or intellectual property rights, or set up any other encumbrance over the assets of the Company;

(f) 修改公司章程或更改公司的业务范围;

To amend the articles of association or change the scope of business of the Company;

(g) 更改本公司的正常业务程序或修订本公司任何重要的内部规则及规例; 以及

To change the normal business procedures of the Company or amend any important internal rules and regulations of the Company; and

(h) 将本协议项下的权利和义务转让给任何第三方。

To transfer the rights and obligations hereunder to any third party.

4. 国内公司的经营管理和人员配备

Operation, Management and Staffing of the Domestic Company

4.1 国内公司特此同意接受并严格执行WFOE可能不时提供的有关其雇佣和解雇员工，日常运营和管理以及财务管理政策的建议。

The Domestic Company hereby agrees to accept and strictly implement the advice regarding its employment and dismissal of employees, daily operation and management and financial management policies as the WFOE may from time to time provide to it.

4.2 如果WFOE要求，国内公司同意根据法律，法规和公司章程规定的程序选举WFOE指定国内公司董事的候选人并保证董事如约当选为国内公司的董事长，并指定WFOE指定的人员为国内公司的总经理，财务总监和其他高级管理人员。

The Domestic Company hereby agrees to elect the candidates designated by the WFOE as the directors of the Domestic Company in accordance with the procedures set forth in laws, regulations and the articles of association if so required by the WFOE, and guarantees that the directors so elected will elect the person recommended by the WFOE as the chairman of the Domestic Company and appoint persons designated by the WFOE as the general manager, chief financial officer and other senior executives of the Domestic Company.

4.3 如果WFOE指定的董事或高级管理人员离开WFOE，无论他们辞职还是被WFOE辞退，其将同时丧失在国内公司任职的资格。在这种情况下，国内公司将选举由WFOE指定的其他人担任该职位。

If such directors or senior executives designated by the WFOE leave the WFOE, regardless of whether they resign or are removed by the WFOE, they will simultaneously lose the qualifications to hold any office in the Domestic Company. In this case, the Domestic Company will elect other persons otherwise designated by the WFOE to hold such office.

4.4 根据上述第4.3条，国内公司将根据法律，公司章程和本协议，采取一切必要的内部和外部公司程序完成此类任免手续。

For the purpose of Article 4.3 above, the Domestic Company shall take all necessary internal and external corporate procedures to complete such appointment and removal formalities in accordance with the laws, the articles of association and this Agreement.

4.5 国内公司特此同意促使其股东签订不可撤销的代理协议，根据该协议，国内公司的股东将不可撤销地授权WFOE指定的人代表他们在国内公司股东大会上行使所有投票权。国内公司将使其股东进一步同意，他们将应WFOE的要求随时更换代理协议中指定的人员。

The Domestic Company hereby agrees to cause its shareholders to enter into an irrevocable proxy agreement, under which shareholders of the Domestic Company will irrevocably authorize the persons designated by the WFOE to exercise their rights as shareholders on behalf of them, and exercise all voting power of shareholders on the shareholders' meeting of the Domestic Company. The Domestic Company will cause its shareholders to further agree that they will replace the persons designated in such proxy agreement at the request of the WFOE at any time.

5. 陈述和保证

Representations and Warranties

5.1 WFOE特此声明并保证如下：

The WFOE hereby represents and warrants as follows:

- (a) 该公司是根据中华人民共和国合法注册成立并有效存续的公司。

It is a company duly incorporated and validly existing under the People's Republic of China (PRC) laws.

- (b) 本协议的执行和履行属于其公司权力和业务范围;它已采取所有必要的公司行为获取适当的授权，并已获得第三方和政府机构的同意和批准以执行和执行本协议，本协议的执行和履行不违反任何法律限制或以其他方式约束对其产生影响。

Its execution and performance of this Agreement is within its corporate power and scope of business; it has taken all necessary corporate actions and given proper authorizations and has obtained consents and approvals from third parties and government agencies to execute and perform this Agreement, and such execution and performance of this Agreement does not violate any restrictions in law or otherwise binding or having an impact on it.

- (c) 本协议一经签署，即构成其合法，有效和有约束力的义务，可根据本协议的规定要求执行。

Once executed, this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with the provisions of this Agreement.

5.2 国内公司特此声明并保证如下：

The Domestic Company hereby represents and warrants as follows:

(a) 该公司是根据中华人民共和国法律正式注册成立并有效存续的公司。

It is a company duly incorporated and validly existing under the People's Republic of China (PRC) laws.

(b) 本协议的执行和履行属于其公司权力和业务范围; 它已采取所有必要的公司行为并获得适当的授权, 并已获得第三方和政府机构的同意和批准以执行和执行本协议, 本协议的执行和履行不违反任何法律限制或以其他方式约束或以其他方式约束对其产生影响。

Its execution and performance of this Agreement is within its corporate power and scope of business; it has taken all necessary corporate actions and given proper authorizations and has obtained consents and approvals from third parties and government agencies to execute and perform this Agreement, and such execution and performance of this Agreement does not violate any restrictions in law or otherwise binding or having an impact on it.

(c) 本协议一经签署, 即构成其合法, 有效和有约束力的义务, 可根据本协议的规定要求执行。

Once executed, this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with the provisions of this Agreement.

6. 保密

Confidentiality

6.1 国内公司同意对因WFOE提供专有咨询和服务而取得或接触的任何机密数据和信息 (以下简称“机密信息”) 努力采取一切合理的保密措施。未经WFOE事先书面同意, 国内公司不得披露, 给予或者将此类机密信息转让给任何第三方。本协议终止后, 国内公司应依WFOE的要求返还, 或销毁任何携带机密信息的文件, 数据或软件, 并删除来自任何相关的存储设备的机密信息并停止使用此类机密信息。

The Domestic Company agrees to make efforts to take all reasonable confidentiality measures to keep confidential any confidential data and information (hereinafter referred to as the “Confidential Information”) acquired or accessed through acceptance of the exclusive consulting and services provided by the WFOE. Without prior written consent of the WFOE, the Domestic Company shall not disclose, give or transfer such Confidential Information to any third party. Upon termination of this Agreement, the Domestic Company shall at the request of the WFOE return to the WFOE, or destroy, any document, data or software carrying the Confidential Information, and delete any Confidential Information from any relevant memory device and cease the use of such Confidential Information.

6.2 双方同意本条款在本协议的变更, 撤销或终止后继续有效。

The Parties agree that this Article shall survive the change, rescission or termination of this Agreement.

7. 违约责任和赔偿

Default Liabilities and Indemnity

7.1 违约责任。双方同意并确认, 如果违反本协议的任何条款, 或者实质上未履行或延迟履行本协议项下的任何义务, 则构成本协议下的违约 (“违约”), 且非违约方 (“非违约方”) 可以要求违约方在合理的时限内进行更正或采取补救措施。如果违约方在合理期限内或在他方书面通知违约方并要求更正后十 (10) 天内仍未作出更正或者补救, 非违约方可以要求违约方支付违约赔偿金。

Default Liabilities. The Parties agree and confirm that if any Party hereto (“Breaching Party”) materially breaches any provision hereof, or materially fails to perform or delays in perform any obligation hereunder, it shall constitute a default hereunder (“Default”), and the non-breaching Party (“Non-breaching Party”) may request the Breaching Party to make correction or take remedy within a reasonable time limit. Should the Breaching Party still fail to make correction or take remedy within such reasonable time limit or ten (10) days after the other Party notifies the Breaching Party in writing and requests for correction, the Non-breaching Party may request the Breaching Party to pay liquidated damages.

7.2 赔偿。国内公司应完全赔偿WFOE因国内公司要求的咨询和服务内容而引发对WFOE提出的任何诉讼，索赔或其他要求所造成的任何损失，损害，责任和/或费用，并保证WFOE不会因国内公司的任何行为或任何第三方因国内公司的行为而提出的任何索赔而对WFOE造成的任何损失和损害。

Indemnity. The Domestic Company shall fully indemnify the WFOE against any loss, damage, liability and/or cost resulting from any action, claim or other demand made against the WFOE due to or arising out of the content of consulting and service required by the Domestic Company, and hold the WFOE harmless from any loss and damage caused to the WFOE by any act of the Domestic Company or any claim made by any third party due to the act of the Domestic Company.

8. 知识产权

Intellectual Property Rights

8.1 权限。履行本协议产生的任何权利和利益，包括但不限于所有权，版权，专利和其他知识产权，专有技术，商业秘密和其他，无论它们是由WFOE开发还是由基于WFOE原有知识产权而由国内公司开发，均是WFOE的财产和专有权。国内公司应签订所有必要文件并采取一切必要措施，使WFOE成为该知识产权的所有者。国内公司不得质疑WFOE对所有此类知识产权的所有权。国内公司拟通过注册申请或其他方式取得任何知识产权的，应当事先取得WFOE的书面同意。

Rights that are generated. Any right and interest generated from the performance of this Agreement, including but not limited to the ownership, copyright, patent and other intellectual property rights, know-how, trade secrets and others, regardless of whether they are developed by the WFOE or developed by the Domestic Company based on the original intellectual property rights of the WFOE, shall be the proprietary and exclusive right and interest of the WFOE. The Domestic Company shall enter into all necessary documents and take all necessary actions, for the WFOE to become owner of such intellectual property rights. The Domestic Company shall not challenge the WFOE's ownership of all such intellectual property rights. Where the Domestic Company intends to obtain any such intellectual property rights by application for registration or otherwise, it shall first obtain the written consent of the WFOE.

8.2 权利许可。WFOE可以向国内公司授予非独占许可，以使用第8.1条规定的知识产权。该许可的授予应由双方另行商定。未经WFOE事先书面同意，国内公司不得转让或再许可WFOE授予国内公司的知识产权许可。

License of Rights. The WFOE may grant a non-exclusive license to the Domestic Company to use the intellectual property rights set forth in Article 8.1. Such granting of license shall be otherwise agreed by the Parties in a separate agreement. Without prior written consent of the WFOE, the Domestic Company may not transfer or sub-license the intellectual property rights license granted to the Domestic Company by the WFOE.

9. 有效性和期限

Effectiveness and Term

9.1 本协议于上述签署日签署并生效。除非根据本协议的条款或双方之间达成的相关协议提前终止，否则本协议的期限为10年。

This Agreement is signed and effective on the date first written above. Unless early terminated in accordance with the terms of this Agreement or relevant agreement concluded between the Parties, the term of this Agreement shall be ten (10) years.

9.2 除非双方另有约定并签订书面协议，否则本协议到期后其有效期将自动延长十（10）年。

The term of this Agreement shall automatically extend for ten (10) years upon its expiry, unless the Parties hereto otherwise agree and enter into a written agreement.

10. 终止

Termination

10.1 到期日终止。除非根据本协议的有关规定终止本协议，否则本协议具有完全的效力。

Termination on Expiry Date. This Agreement shall have full force and effect unless it is terminated in accordance with relevant provisions hereof.

10.2 提前终止。在本协议有效期内，国内公司不得提前终止本协议。尽管有上述规定，WFOE可以在任何时候提前三十（30）天向国内公司发出书面通知，以终止本协议。

Early Termination. During the term of this Agreement, the Domestic Company shall not early terminate this Agreement. Notwithstanding the foregoing, the WFOE may at any time issue a written notice to the Domestic Company thirty (30) days in advance to terminate this Agreement.

10.3 存续。本协议终止后，双方根据第5条，第6条，第7条和第11条的权利和义务继续有效。

Survival Upon termination of this Agreement the rights and obligations of the Parties under Article 5, Article 6, Article 7 and Article 11 shall survive.

11. 适用法律和争议解决

Applicable Laws and Dispute Resolution

11.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中华人民共和国法律。

Applicable Laws. The formation, validity, interpretation, performance of, and the resolution of dispute arising out of this Agreement shall be governed by the People's Republic of China (PRC) laws.

11.2 争议解决。因解释和履行本协议而发生的任何争议，本协议各方首先通过友好协商的方式加以解决。如果与本协议有关或由本协议引起的任何争议无法通过友好协商解决，任何一方均可将此类争议提交上海国际经济贸易仲裁委员会，并根据其当时有效的仲裁规则在上海解决纷争。对于本协议下的仲裁，仲裁庭应由三名仲裁员组成。申请人和被申请人各自指定一名仲裁员，第三名仲裁员由上述两名仲裁员经协商或由上海国际经济贸易仲裁委员会委任。仲裁裁决是终局的，对双方具有法律约束力。除仲裁裁决另有规定外，所有费用应由败方承担。双方一致同意仲裁不得公开进行。

Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties upon friendly negotiation. If any dispute in connection with or arising out of this Agreement cannot be resolved through friendly negotiation, either Party may submit such dispute to Shanghai International Economic and Trade Arbitration Commission to be administered in Shanghai in accordance with its arbitration rules then in force. For the arbitration hereunder, the arbitration tribunal shall consist of three arbitrators. The applicant and the respondent shall each appoint one arbitrator, and the third arbitrator shall be appointed by the said two arbitrators upon negotiation or appointed by Shanghai International Economic and Trade Arbitration Commission. The arbitration award shall be final and legally binding upon the Parties. Except as otherwise provided in the arbitration award, all costs shall be borne by the defeated Party. The Parties unanimously agree that the arbitration shall not be conducted publicly.

11.3 仲裁期间，除仲裁中有争议的部分外，双方应继续享有并履行其各自的权利和义务。

During arbitration, except for the disputed part under arbitration, the Parties shall continue to enjoy and fulfill their respective rights and obligations hereunder.

12. 法律变更

Change in Law

本协议生效后，如果中华人民共和国的任何中央或地方立法或行政机关修改任何中央或地方法律，法规，条例或其他规范性文件，包括修改，补充，废除，解释或公布任何实施方法或规则现行法律，法规，条例或其他规范性文件（统称“修订”），或者发布新的法律，法规，条例或者其他规范性文件（统称“新规”），则在以下前提下适用：

Upon effectiveness of this Agreement, if any central or local legislative or administrative authority in the People's Republic of China (PRC) amends any central or local People's Republic of China (PRC) law, regulation, ordinance or other normative document, including amending, supplementing, repealing, interpreting or publishing implementing methods or rules for any existing law, regulation, ordinance or other normative document (collectively referred to as the "Amendment"), or issuing any new law, regulation, ordinance or other normative document (collectively referred to as "New Regulation"), the following provisions shall apply:

12.1 如果修订或新规对任何一方比本协议有效期内的适用法律，法规更有利（而另一方不会因此产生任何重大不利影响），则各方应及时向有关当局申请（如有必要）获取此类利益。双方应尽一切努力促使获取此类许可；

If the Amendment or New Regulation is more favorable to any Party than any applicable law, regulation, ordinance or other normative document then in force on the effective date of this Agreement (and the other Party will not thus be imposed any material adverse effect), then the Parties shall timely apply to relevant authority (if necessary) for obtaining the benefits of such Amendment or New Regulation. The Parties shall make every effort to procure the approval of such application. ;

12.2 如果由于修订或新规对WFOE的经济利益有任何直接或间接的重大不利影响，并且双方不能按照本协议之规定解决对WFOE经济利益的不利影响，则在WFOE通知其他各方后，双方应及时协商对本协议进行所有必要的修改，以最大限度地保护WFOE的经济利益。

If, due to the Amendment or New Regulation, there is any direct or indirect material adverse effect on the economic interests of the WFOE hereunder, and the Parties cannot solve such adverse effect imposed on the economic interests of the WFOE in accordance with the provisions of this Agreement, then after the WFOE notifies the other Parties, the Parties shall timely negotiate to make all requisite amendment to this Agreement to maximally protect the economic interests of the WFOE hereunder.

13. 不可抗力

Force Majeure

13.1 “不可抗力事件”是指任何超出缔约方合理控制范围的事件，并且不能通过受影响方的合理注意义务来防止，包括但不限于自然灾害，战争和暴动。但欠缺债信，资本或资金不视为超出一方合理控制范围。 如果发生不可抗力事件延迟或妨碍履行本协议，受影响的一方仅对此类延迟或无法履行不承担责任。寻求免除本协议履约义务或本协议任何条款规定的受影响方应立即通知另一方被免除的义务和完成履行应采取的措施。

A “Force Majeure Event” refers to any event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot. However, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.

13.2 只有当受影响方已尽一切合理努力履行本协议时，寻求豁免义务的一方始可免除履行被延迟或被阻碍的义务，而不承担任何责任。一旦此类责任免除的原因被纠正或修补，各方同意尽最大努力恢复履行本协议。

The Party affected by Force Majeure Event shall not assume any liability hereunder, provided that only when the affected Party has made all reasonable efforts to perform this Agreement, the Party who seeks exemption of obligation may be exempted from performing such obligation and only to the extent of the delayed or impeded performance. Once the cause for such exemption of liability is corrected and remedied, each Party agrees to use his or its best efforts to resume the performance of this Agreement.

14. 其他

Miscellaneous

14.1 通知。根据本协议发出的所有通知均应通过专人递送、传真或挂号邮件发送。如果通过挂号邮件发送，则在签署挂号邮件的回执之日视为有效地发出通知。通过专人递送或传真传送时，则视为于交付之日发出通知。通过传真发送的通知的原件应通过挂号邮件发送或在通过传真发送后由专人递送。

Notice. All notices required to be given pursuant to this Agreement shall be delivered personally or sent by facsimile transmission or registered mail. A notice shall be deemed effectively given on the date of the signature on the receipt of the registered mail if sent by registered mail, or on the date of delivery if given by personal delivery or facsimile transmission. The original copy of the notice sent by facsimile transmission shall be sent by registered mail or delivered personally immediately after being sent by facsimile transmission.

14.2 进一步保证。双方同意立即签订为履行本协议条款和目的而合理需要的其他文件，并采取有助于履行本协议条款和目的的进一步合理行动。

Further Assurance. The Parties agree to promptly execute documents that are reasonably required for the implementation of the provisions and purpose of this Agreement and take further actions that are reasonably required for the implementation of the provisions and purpose of this Agreement.

14.3 完整协议。除本协议签署之后的书面修改，补充或变更外，本协议应构成双方就本协议内容达成的完整协议，并取代所有事先的口头和书面协商。

Entire Agreement. Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

14.4 标题。本协议的标题仅为方便起见，不得用于解释或以其他方式影响本协议条款的含义。

Headings. The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

14.5 税收和费用。各方应各自承担因本协议的签署和履行而产生的任何和所有税费。

Taxes and Expenses. Each Party shall bear any and all taxes and expenses occurring to or levied on it with respect to the execution and performance of this Agreement.

14.6 转让协议。未经WFOE事先书面同意，国内公司不得转让本协议项下权利和义务予任何第三方。国内公司特此同意WFOE可将其在本协议项下的权利和义务转让给任何第三方，在这种情况下，WFOE只需向国内公司发送书面通知，而无需进一步征得国内公司的同意。

Transfer of Agreement. Without prior written consent of the WFOE, the Domestic Company may not assign its rights and obligations hereunder to any third party. The Domestic Company hereby agrees that the WFOE may assign its rights and obligations hereunder to any third party, in which case the WFOE only needs to send a written notice to the Domestic Company, without further obtaining the consent of the Domestic Company for such assignment.

14.7 承继。本协议对缔约方各自的继承人及经许可的受让人发生拘束力。

Succession. This Agreement shall be inure to the benefits of and binding upon the respective successors and permitted assigns of each Party.

14.8 可分割性。如果本协议的任何条款因相关法律不一致而无效或不可执行，则该条款仅在相关法律适用的范围内被视为无效或不可执行，且不会影响本协议其他条款的法律效力。

Severability. If any provision of this Agreement is invalid or unenforceable due to inconsistency with relevant laws, such provision shall be deemed invalid or unenforceable only to the extent where the relevant laws apply, and will not affect the legal validity of other provisions of this Agreement.

14.9 豁免。任一缔约方均可豁免本协议的条款和条件，前提是此类豁免仅在以书面形式提出并经各方同意和签署后生效。如果违约一方在特定情况下得到他方的豁免，该豁免不构成也取得其他类似违约行为的豁免。

Waiver. Any Party may waive the terms and conditions of this Agreement, provided that such waiver shall only become effective if made in writing and agreed and signed by the Parties. No waiver by a Party of the breach by the other Party in a specific case shall operate as a waiver by such Party of any similar breach by the other Party in other cases.

14.10 协议的修正和补充。各方应通过书面文书修改和补充本协议。经各方妥善签署后，该修改和补充将成为本协议的组成部分，并具有与本协议相同的法律效力。

Amendment and Supplement of Agreement. The Parties shall amend and supplement this Agreement by a written instrument. Any amendment and supplement will become an integral part of this Agreement after proper execution by the Parties and have same legal effect as this Agreement.

14.11 份数及语言。本协议应以中、英文书就，一式两份，WFOE和国内公司各持一份，各份具有同等效力。如果中、英文发生不一致，则以英文版本为准。

Counterpart and Language. This Agreement shall be written in Chinese and English and made in duplicate, with the WFOE and the Domestic Company each holding one copy with the same effect. In the event of any inconsistency between Chinese and English, the English version shall prevail.

(本页留作独家业务合作协议的签名页)

(This page is intentionally left as the signature page of the Exclusive Business Cooperation Agreement)

外商独资公司：上海诺斯拉文化有限公司

WFOE: Shanghai Nocera Culture Co., Ltd.

签字：/s/ Song-Yuan Teng

Signature：/s/ Song-Yuan Teng

姓名：邓淞元

Name：Song-Yuan Teng

职务：董事

Title：Director

(本页留作独家业务合作协议的签名页)

(This page is intentionally left as the signature page of the Exclusive Business Cooperation Agreement)

国内公司：杭州星咖互娱文化传媒有限公司

Domestic Company：Zhejiang Xinca Mutual Entertainment Culture Media Co., LTD

工商登记号：

Business Registration Number:

盖章：

Corporate Seal：

附件一：技术咨询和服务清单

1. 管理顾问服务
2. 财务顾问服务
3. 行政顾问服务

Appendix 1: List of Technical Consulting and Services

1. Management Consulting Services
2. General and Financial Advisory Services
3. Various General and Administrative Services

附件2：技术咨询和服务费的计算和支付方法

1. 固定费用
2. 提成佣金
3. 成本加成

Appendix 2: Method for Calculation and Payment of Technical Consulting and Service Fee

1. Fix Service Fee
2. Commission Model
3. Cost plus Model

股权质押协议

Equity Pledge Agreement

本股权质押协议（下称“本协议”）由下列各方于2024年1月31日在中国上海市签订：

This Equity Pledge Agreement (“Agreement”) is made and entered into in Shanghai, China (PRC) on January 31, 2024 by and among the following Parties:

1. 上海诺斯拉文化有限公司（以下称为“质权人”）

注册地：上海市奉贤区平庄西路1599号

Shanghai Nocera Culture Co., Ltd. (hereinafter referred to as the “Pledgee”)

Registered Address: No. 1599, Pingzhuang West Road, Fengxian District, Shanghai, China

2. 宗辉（以下称为“出质人”）

住所：上海市浦东新区永泰路136弄25号402室

Zong Hui (hereinafter referred to as the “Pledgor”)

Domicile: Room 402, No. 25, Lane 136, Yongtai Road, Pudong New District, Shanghai, China

3. 杭州星咖互娱文化传媒有限公司（以下称为“国内公司”）

注册地：浙江省杭州市滨江区峰达中心A座1501室

Zhejiang Xınca Mutual Entertainment Culture Media Co., LTD (hereinafter referred to as the “Domestic Company”)

Registered Address: Room 1501, Building A, Fengda Center, Binjiang District, Hangzhou, Zhejiang, China

在本协议中，质权人、出质人在国内公司以下各称“一方”，合称“各方”。

In this Agreement, each of Pledgee, Pledgor and Domestic Company shall be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties”.

鉴于：

Whereas:

1. 出质人持有国内公司100%的股权管理权，该公司目前没有任何质押或其他产权负担；

The Pledgor holds the management right of 100% equity interest in the Domestic Company, which is currently free from any pledge or other encumbrance;

2. 质权人是在中华人民共和国（以下简称“中国”）成立的企业；以及

The Pledgee is an enterprise established in the People’s Republic of China (PRC) and

3. 作为出质人履行其合约义务（定义见下文）的担保，出质人拟将其在国内公司的全部股权质押予质权人。

As a security for the performance by the Pledgor of his Contractual Obligations (as defined below), the Pledgor intends to pledge all of his equity interests in the Domestic Company to the Pledgee.

因此，各方在友好协商后，特此同意如下：

NOW, THEREFORE, the Parties, upon friendly negotiation, hereby agree as follows:

1. 定义

Definitions

除非本协议另有规定，下列术语具有以下含义：

Unless otherwise provided herein, the terms below shall have the following meanings:

1.1 “合同义务”是指出质人根据附录1中规定的协议以及对本协议进行的任何修改、修订和/或重述而作出的所有合同义务、陈述、保证等；

“**Contractual Obligations**” shall refer to all contractual obligations of, and representations, warranties and covenants made by the Pledgor under the agreements set forth in Appendix 1 and any amendment, revision and/or restatement thereto and this Agreement;

1.2 “**担保债务**”指由质权人因出质人和/或国内公司的任何违约事件（定义见下文）可能遭受的任何及所有直接或间接损失和可诉利益损失；以及质权人促使出质人和/或国内公司履行合同义务以及实现质押时可能产生的一切费用。

“**Secured Debts**” shall refer to any and all direct or indirect losses and loss of projectable benefits as may be suffered by the Pledgee as a result of any Event of Default (as defined below) of the Pledgor and/or the Domestic Company; and all costs as may be incurred by the Pledgee in connection with its enforcement of the performance of the Contractual Obligations by the Pledgor and/or the Domestic Company and the costs of realization of the Pledge.

1.3 “**质权**”应具有本协议第2条规定的含义。

“**Pledge**” shall have the meaning set forth in Article 2 hereof.

1.4 “**质押股权**”是指出质人在国内公司合法持有的所有股权。

“**Pledged Equity**” shall refer to all equity legally held by the Pledgor in the Domestic Company.

1.5 “**质押期限**”是指本协议第3.1条规定的期限。

“**Term of Pledge**” shall refer to the period set forth in Article 3.1 hereof.

1.6 “**违约事件**”应指本协议第7.1条所列的任何情况。

“**Event of Default**” shall refer to any circumstance listed in Article 7.1 hereof.

1.7 “**违约通知**”是指质权人根据本协议指称发生违约事件而发出的通知。

“**Notice of Default**” shall refer to the notice issued by the Pledgee in accordance with this Agreement to declare the occurrence of an Event of Default.

2. 质权

The Pledge

作为出质人和国内公司全面、完整履行合同义务的担保，出质人特此以其股权设定质押予质权人，质权人有权就该股权享有权利和权益（“质权”）并优先获得赔偿。

As a security for the full and complete performance of the Contractual Obligations by the Pledgor and the Domestic Company, the Pledgor hereby pledges the Pledged Equity defined herein to the Pledgee, and the Pledgee shall be entitled to the pledge rights and interests (“Pledge”) of the Pledged Equity and have the priority in receiving compensation.

3. 质押期限

Term of Pledge

3.1 本协议项下的质押应在质押股权向相关工商行政管理局（“AIC”）登记之日确定，并在担保债务全部解除之日终止。出质人应在签署本协议后三十（30）天内根据中国有关法律法规向国内公司住所的AIC提交申请，以便进行质押登记。

The Pledge hereunder shall be established on the date when the pledge of the Pledged Equity has been registered with relevant administration for industry and commerce (the “AIC”) and extinguished on the date when the Secured Debts are discharged in full. The Pledgor shall submit an application to the AIC at the domicile of the Domestic Company for registration of the Pledge within thirty (30) days upon execution of this Agreement in accordance with relevant PRC regulations.

3.2 在本协议有效期内，如果国内公司或出质人未能完全履行其所有合同义务或者发生本协议第7.1条规定的任何违约事件，质权人有权根据本协议及相关中国法律法规实现质权。

During the Term hereof, if the Domestic Company or the Pledgor fails to fully perform all of its or his Contractual Obligations or has any Event of Default set forth in Article 7.1 hereof, the Pledgee shall have the right to enforce the Pledge in accordance with this Agreement and relevant PRC laws and regulations.

4. 质押股权记录的保管

Custody of Records for Equity subject to Pledge

4.1 在本协议规定的质押期限内，出质人应当签署并促使国内公司签署出资证明书和所附股东名册，并将其与有关AIC签发的质押登记记录一并交付予质权人，质权人应在此处规定的质押期限内保管此类文件。

During the Term of Pledge set forth in this Agreement, the Pledgor shall sign and cause the Domestic Company to sign the Certificate of Capital Contribution and the Register of Shareholders attached hereto, and deliver the same together with the records of Pledge registration issued by relevant AIC to the Pledgee, and the Pledgee shall keep such documents through the Term of Pledge set forth herein.

4.2 质权人有权收取自本协议日期起质押股权产生的所有现金和非现金利益，包括所有股息和奖金。

The Pledgee shall have the right to collect all cash and non-cash benefits, including all dividends and bonus, generated from the Pledged Equity from the date hereof.

5. 出质人的陈述和保证

Representations and Warranties of the Pledgor

5.1 出质人是质押股权的合法所有人。

The Pledgor is the legal owner of the Pledged Equity.

5.2 在质权人根据本质押协议行使质权人的权利的任何时候，不得受到任何其他方的干涉。

At any time when the Pledgee exercises the rights of pledgee in accordance with this Pledge Agreement, there shall be no interference from any other party.

5.3 质权人有权依照本协议的规定处置和转让质押。

The Pledgee shall have the right to dispose and transfer the Pledge in accordance with the provisions of this Agreement.

5.4 除质权人的利益外，出质人未对质押股权设立任何质押或第三方权利。

Except for the benefit of the Pledgee, the Pledgor has not created any pledge or third party rights on the Pledged Equity.

5.5 出质人就质押股权于本协议下设立的质押既不违反任何国家法律，法规或政府政策，也不违反出质人与任何第三方的任何合同，协议或承诺。

The pledge of the Pledged Equity by the Pledgor hereunder neither violates any national laws, regulations or governmental policies, nor breaches any contract, agreement with or commitment made to any third party by the Pledgor.

6. 出质人承诺

Covenants of the Pledgor

6.1 在本协议有效期内，出质人向质权人承诺：

During the term of this Agreement, the Pledgor covenants to the Pledgee that the Pledgor will:

6.1.1 未经质权人事先书面同意，不得移转或转让质押股权，设立或允许存在可能影响质权人权利或利益的任何其他质押或其他形式的担保；

Not transfer or assign the Pledged Equity, create or permit the existence of any other pledges or other forms of security which may affect the rights or benefits of the Pledgee without prior written consent of the Pledgee;

6.1.2 遵守有关权利质押的法律法规；在收到有关政府部门发出或作出的质押通知、决定或建议后五（5）天内向质权人提交此类通知、命令或建议；遵守此类通知、决定或建议，或者在质权人的合理要求下或经质权人同意，提出异议并对此类通知、命令或建议作出说明；以及

Comply with laws and regulations with respect to the pledge of rights; present to the Pledgee the notices, orders or suggestions with respect to the Pledge issued or made by relevant government authorities within five (5) days upon receiving such notices, orders or suggestions; comply with such notices, orders or suggestions or, alternatively, at the reasonable request of the Pledgee or with consent from the Pledgee, raise objection and provide statement to such notices, orders or suggestions; and

6.1.3 以及，将任何可能导致对出质人股权或其任何部分的权利产生影响的事件或收到的通知，以及可能改变出质人在本协议中的任何保证、义务或对出质人履行其在本协议中义务可能产生影响的任何事件或收到的通知及时通知质权人。

Timely notify the Pledgee of any event or any received notice which may affect the Pledgor's right to all or any part of the Pledged Equity, and any event or any received notice which may change the Pledgor's warranties and obligations under this Agreement or affect the Pledgor's performance of his obligations under this Agreement.

6.2 出质人同意，质权人按本合同条款取得的质权，不应受到出质人或出质人的继承人或出质人之委托人或任何他人通过法律程序的中断或妨害。

The Pledgor agrees that the Pledgee's exercise of its right to the Pledge obtained from this Agreement as a pledgee shall not be interrupted or inhibited by any legal procedure initiated by the Pledgor or any successor of the Pledgor or any person authorized by the Pledgor or any other person.

6.3 出质人向质权人保证，为保护或完善本协议项下义务和对偿付业务合作协议项下咨询服务费等费用的担保，出质人将依诚实信用原则签署并促使其他与质权有利害关系的当事人签署质权人所要求的所有的权利证书、合同、文件和/或其他质权人所要求的承诺。此外，履行并促使其他有利害关系的当事人履行质权人所要求的行为，并为本协议赋予质权人之权利、授权的行使提供便利，与质权人或其指定的人（自然人/法人）签署所存的相关股权所有权的文件，并在合理期限内向质权人提供其认为需要的所有的有关质权的通知、命令及决定。

To protect or perfect the security interest granted by this Agreement for fulfillment of the obligations and payment of the consulting and service fees under the Business Cooperation Agreement, the Pledgor hereby undertakes to execute in good faith and to cause other parties who have an interest in the Pledge to execute all certificates, agreements, deeds and/or covenants required by the Pledgee. The Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by the Pledgee, to facilitate the exercise by the Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with the Pledgee or designee(s) of the Pledgee (natural persons/ Legal persons). The Pledgor undertakes to provide the Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by the Pledgee.

6.4 出质人向质权人保证，出质人将遵守、履行本合同项下所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行保证、承诺、协议、陈述及条件，出质人须赔偿质权人由此遭受的一切损失。

The Pledgor undertakes to the Pledgee that he will comply with and perform all the warranties, covenants, agreements, representations and conditions for the benefit of the Pledgee. The Pledgor shall compensate the Pledgee for all losses suffered by the Pledgee due to the Pledgor's failure to perform in whole or in part his warranties, covenants, agreements, representations and conditions.

6.5 出质人向质权人保证，出质人将与其他股东一起对本协议规定的义务承担连带责任。

The Pledgor warrants to the Pledgee that the Pledgor will, together with other shareholders, be jointly and severally liable for the obligations hereunder.

6.6 出质人不可撤销地同意，对于国内公司其他股东质押给质权人的质押股权，由于质权人行使质权，出质人放弃了对任何股权转让的优先购买权。

The Pledgor irrevocably agrees that, with respect to the Pledged Equity pledged to the Pledgee by other shareholder of the Domestic Company, he waives the right of first refusal towards any transfer of equity due to the Pledgee's exercise of such pledge.

7. 违约情形

Event of Default

7.1 以下每事件都应被视为违约情形：

Each of the following events shall be regarded as an Event of Default:

7.1.1 出质人或国内公司未履行其合同义务的;

Where the Pledgor the Domestic Company fails to perform his or its Contractual Obligations;

7.1.2 出质人根据本协议第5条作出的任何陈述或保证包含重大误导性陈述或错误和/或出质人违反本协议第5条规定的任何陈述或保证;

Where any representation or warranty made by the Pledgor under Article 5 hereof contains material misleading statements or errors and/or the Pledgor breaches any representation or warranty under Article 5 hereof;

7.1.3 出质人违反本协议第六条规定的任何承诺的;

Where the Pledgor breaches any covenant under Article 6 hereof;

7.1.4 出质人违反本协议的任何规定的;

Where the Pledgor breaches any provision of this Agreement;

7.1.5 除前述第6.1.1条规定的情形外，未经质权人事先书面同意，出质人放弃质押股权或转让或以其他方式处置质押股权的情况；

Except for the circumstance set forth in Article 6.1.1 hereof, where the Pledgor waives the Pledged Equity or transfers or otherwise disposes the Pledged Equity without prior written consent of the Pledgee;

7.1.6 任何出质人的外部贷款，担保，赔偿，承诺或其他债务偿还义务（1）由于违约而要求在预定到期日之前偿还或履行；或（2）到期但不能按期偿还或履行，使质权人认为出质人履行本协议义务的能力受到影响；

Where any of the Pledgor's external loans, guaranties, compensations, undertakings or other debt repayment obligations (1) is required to be repaid or performed prior to the scheduled due date because of a default; or (2) is due but cannot be repaid or performed as scheduled, causing the Pledgee to believe that the Pledgor's ability to perform the obligations hereunder has been affected;

7.1.7 出质人无法偿还其一般债务或其他债务的；

Where the Pledgor is incapable of repaying his general debts or other indebtedness;

7.1.8 如果本协议认为非法或由于颁布任何相关法律法规，致使出质人不能继续履行本协议规定的义务；

Where this Agreement becomes illegal or the Pledgor cannot continue performing the obligations hereunder due to the promulgation of any relevant laws and regulations;

7.1.9 如果本协议的可执行性、合法性或有效性所必需的政府机构的所有同意，许可，批准或授权，出现取消，暂停，无效或实质性修改；

Where all consents, permits, approvals or authorizations from the governmental agencies which are necessary for the enforceability, legality or effectiveness of this Agreement, are cancelled, suspended, invalidated, or substantially amended;

7.1.10 出质人拥有的财产发生不利变动，使质权人认为出质人履行本协议义务的能力受到影响；

Where there have been adverse changes to the properties owned by the Pledgor, which causes the Pledgee to believe that the ability of the Pledgor to perform the obligations hereunder has been affected;

7.1.11 如果国内公司的继承人或保管人只能履行部分的“独家业务合作协议”或拒绝履行支付义务；以及

Where the successor or custodian of the Domestic Company may only perform a portion of, or refuses to perform, the payment obligations under the Exclusive Business Cooperation Agreement; and

7.1.12 质权人未能按照有关法律法规行使质权实现的其他情形。

Other circumstances under which the Pledgee cannot exercise the right to enforce the Pledge according to relevant laws and regulations.

7.2 如果出质人知道或发现本协议第7.1条规定的任何事件或可能导致上述事件发生的任何事件，出质人应立即书面通知质权人。

The Pledgor shall immediately give a written notice to the Pledgee if the Pledgor knows or discovers that any event specified under Article 7.1 hereof or any event that may result in the foregoing events has occurred.

7.3 除非本协议第7.1条规定违约事件的解决已达令质权人满意的程度，否则质权人在违约事件发生后的任何时间，可以向出质人发出书面违约通知，并按照本协议和中国的法律法规执行质押。

Unless an Event of Default under Article 7.1 hereof has been solved to the Pledgee's satisfaction, the Pledgee, at any time after the Event of Default occurs, may give a written Notice of Default to the Pledgor, to enforce the Pledge in accordance with this Agreement and the PRC laws and regulations.

8. 质权的行使

Exercise of the Pledge

8.1 在履行合同义务之前，未经质权人事先书面同意，出质人不得放弃、转让或以其他方式处置质押股权。

The Pledgor shall not waive, transfer or otherwise dispose the Pledged Equity without prior written consent of the Pledgee, prior to the full performance of the Contractual Obligations.

8.2 质权人在将要行使质押时，应当向出质人发出书面通知。

The Pledgee shall give a written Notice of Default to the Pledgor when it intends to exercise the Pledge.

8.3 根据第7.3条的规定，质权人可以在根据第7.3条发布违约通知时或在此后的任何时间行使质权。

Subject to Article 7.3, the Pledgee may exercise the right to enforce the Pledge when issuing the Notice of Default in accordance with Article 7.3 or at any time thereafter.

8.4 在根据第7.3条发出违约通知后，质权人可以根据中国法律和本协议采取违反合同的所有补救措施，包括但不限于以折扣价格收购质押股权，或根据第8.6条约定的顺序处置拍卖或出售质押股权取得的收益，直至所有担保债务偿还为止。

Upon issuing a Notice of Default under Article 7.3, the Pledgee may exercise all remedies for breach of contract under the PRC laws and hereunder, including without limitation, acquiring the Pledged Equity at discounted price, or auction or sale of the Pledged Equity with the proceeds to be paid based on the order agreed in Article 8.6, until all Secured Debts are repaid.

8.5 当质权人按照本协议实现质押时，出质人不得设置任何障碍，并应给予必要的协助，以便质权人实现质权。

When the Pledgee enforces the Pledge in accordance with this Agreement, the Pledgor shall not put up any obstacle and shall give necessary assistance so as to facilitate the Pledgee's realization of the Pledge.

8.6 质权人在实现质押时获得的收益，应按下列顺序执行：首先，支付处置质押股权以及质权人行使其权利所产生的所有费用（包括支付给质权人的律师和代理人报酬）；第二，支付因出售质押股权而应付的税款；第三，向质权偿还担保债务。如果在支付这些款项后有任何余额，质权人应将余额退还给出质人或其他根据相关法律法规有权享有此类余额的人，或者将其提存至质权人住所地的公证机关（提存所产生的任何费用应由出质人承担）。质押股权因拍卖或出售转换为货币后，如果获得的收益不足以偿还所有抵押债务，则差额应由出质人支付。

Proceeds obtained by the Pledgee from exercise of the Pledge shall be applied by the following order: firstly, paying all costs arising out of the disposal of the Pledged Equity and the exercise of its rights and powers by the Pledgee (including the remuneration paying to the attorneys and agents of the Pledgee); secondly, paying taxes payable due to disposal of the Pledged Equity; thirdly, repaying the Secured Debts to the Pledgee. In case of any balance upon netting of such payments, the Pledgee shall refund the balance to the Pledgor or other persons who are entitled to such balance according to relevant laws and regulations, or deposit the same to a notarization authority at the domicile of the Pledgee (and any costs so incurred shall be solely borne by the Pledgor). After the Pledged Equity is converted into money, auctioned or sold, if the proceeds so obtained are insufficient to repay all Secured Debts, the difference shall be paid by the Pledgor.

9. 违约责任和赔偿

Default Liabilities and Indemnity

9.1 违约责任。各方同意并确认，如果本协议的任何一方（“违约方”）严重违反本协议的任何条款，或者实质上未履行或延迟履行本协议项下的任何义务，则构成本协议下的违约（“违约”），以及任何除本协议下的其他相关权利外，其他非违约方（“非违约方”）可以要求违约方在合理的时限内进行更正或采取补救措施。如果违约方仍未在合理期限内或在他方书面通知违约方并要求更正后十（10）天内进行更正或采取补救措施，非违约方可以要求违约方支付违约赔偿金。

Default Liabilities. The Parties agree and confirm that if any Party hereto (“Breaching Party”) materially breaches any provision hereof, or materially fails to perform or delays in perform any obligation hereunder, it shall constitute a default hereunder (“Default”), and any of other non-breaching Parties (“Non-breaching Parties”) may, in addition to other relevant rights available hereunder, request the Breaching Party to make correction or take remedy within a reasonable time limit. Should the Breaching Party still fail to make correction or take remedy within such reasonable time limit or ten (10) days after the other Party notifies the Breaching Party in writing and requests for correction, the Non-breaching Parties may request the Breaching Party to pay liquidated damages.

9.2 赔偿。出质人应完全赔偿质权人因履行本协议而对质权人提起的任何诉讼，索赔或其他要求所造成的任何损失，损害，责任和/或费用，并保证质权人免受因出质人的任何行为或任何第三方因出质人的行为而提出的任何索赔而对质权人造成任何损失和损害。

Indemnity. The Pledgor shall fully indemnify Pledgee against any loss, damage, liability and/or cost resulting from any action, claim or other demand made against the Pledgee due to or arising out of the performance of this Agreement, and hold the Pledgee harmless from any loss and damage caused to the Pledgee by any act of the Pledgor or any claim made by any third party due to the act of the Pledgor.

10. 转让

Assignment

10.1 未经质权人事先同意，出质人无权授予或转让本协议项下的权利和义务。

The Pledgor has no right to grant or assign his rights and obligations hereunder without prior consent of the Pledgee.

10.2 本协议对出质人及其继承人具有约束力，对质权人及其继承人和得许可受让方具有约束力。

This Agreement shall be binding upon the Pledgor and his successors and be binding on the Pledgee and each of its successors and permitted assigns.

10.3 质权人可随时将本协议项下的全部或任何权利和义务转让给指定的任何人（自然人/法人），在这种情况下，受让人等同本协议的缔约方般，应享有并承担质权人根据本协议享有和承担的权利和义务。当质权人转让本协议项下的权利和义务时，应质权人的请求，出质人应签署与该转让有关的协议和/或文件。

The Pledgee may at any time assign all or any of its rights and obligations hereunder to any person designated by it (a natural person/ legal person), in which case, the assignee shall enjoy and bear the rights and obligations enjoyed and borne by the Pledgee under this Agreement as if such assignee was a party to this Agreement. When the Pledgee assigns the rights and obligations hereunder, at the request of the Pledgee, the Pledgor shall execute the relevant agreements and/or documents with respect to such assignment.

10.4 质权人因转让而变更后，质押的新缔约方应签署与本协议实质一致的新质押协议。

After the Pledgee has been changed as a result of an assignment, the new parties to the Pledge shall execute a new pledge agreement which shall be substantially consistent with this Agreement.

11. 生效和终止

Effectiveness and Termination

11.1 本协议自各方签字之日起生效。各方特此同意并承认，此处的条款和条件对出质人成为国内公司股东的日期具有追溯效力。

This Agreement shall take effect as of the date when the Parties sign thereon. The Parties hereby agree and acknowledge that the terms and conditions herein shall have retrospective effect to the date when the Pledgor becomes a shareholder of the Domestic Company.

11.2 各方进一步确认，无论本协议下的质押是否已在工商行政管理局登记，不影响本协议的有效性或合法性。

The Parties further confirm that, whether the Pledge hereunder has been registered with the competent administration for industry and commerce shall not affect the effectiveness or validity of this Agreement.

11.3 本协议应在合同义务全部履行或担保债务全额偿还之日（以较晚者为准）终止。本协议终止后，质权人应尽快解除本协议项下的质押。

This Agreement shall terminate on the date when the Contractual Obligations are fully performed or when the Secured Debts are repaid in full (whichever later). Upon termination of this Agreement, the Pledgee shall release the Pledge hereunder as soon as practically possible.

11.4 质押的发布也应当记录在国内公司股东名册中，并依法向国内公司工商行政管理部门办理登记。

The release of Pledge shall also be recorded in the register of shareholders of the Domestic Company, and go through the registration of release with the competent administration for industry and commerce of the Domestic Company according to laws.

12. 手续费及其他费用

Fees and Other Charges

12.1 各方同意并承认出质人应负责所有与本协议有关的费用和实际费用，包括但不限于法律费用，经办成本，印花税和任何其他税费。如果质权人依照法律规定缴纳相关税款，出质人应当对质权人支付的税款给予全额赔偿。

The Parties agree and acknowledge that the Pledgor shall be responsible for all of the fees and actual expenses in relation to this Agreement including, but not limited to, legal fees, production costs, stamp tax and any other taxes and charges. If the Pledgee pays the relevant taxes in accordance with the laws, the Pledgor shall fully indemnify the Pledgee for such taxes paid by the Pledgee.

12.2 因出质人未能支付出质人根据本协议或其他原因应付的任何税款或费用，质权人以任何方式向出质人提出索赔时，出质人应承担因此类索赔产生的所有费用（包括但不限于任何税费，手续费，管理费，诉讼费，律师费和各种保险费等与实现质权有关的费用）。

In the event that the Pledgee has to make a claim against the Pledgor by any means as a result of the Pledgor's failure to pay any tax or expense payable by the Pledgor under this Agreement or due to other reasons, the Pledgor shall be responsible for all the expenses arising from such claim (including but not limited to any taxes, handling fees, management fees, litigation fees, attorney fees, and various insurance premiums in connection with the disposition of the Pledge).

13. 适用法律和争议解决

Applicable Laws and Dispute Resolution

13.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中国法律。

Applicable Laws. The formation, validity, interpretation, performance of, and the resolution of dispute arising out of, this Agreement shall be governed by the PRC laws.

13.2 争议解决。因解释和履行本协议而发生的任何争议，本协议各方首先通过友好协商的方式加以解决。如果与本协议有关或由本协议引起的任何争议无法通过友好协商解决，任何一方均可将此类争议提交上海国际经济贸易仲裁委员会，并根据其当时有效的仲裁规则在上海解决纷争。对于本协议下的仲裁，仲裁庭应由三名仲裁员组成。申请人和被申请人各自指定一名仲裁员，第三名仲裁员由上述两名仲裁员经协商或由上海国际经济贸易仲裁委员会委任。仲裁裁决是终局的，对各方具有法律约束力。除仲裁裁决另有规定外，所有费用应由败方承担。各方一致同意仲裁不得公开进行。

Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties upon friendly negotiation. If any dispute in connection with or arising out of this Agreement cannot be resolved through friendly negotiation, either Party may submit such dispute to Shanghai International Economic and Trade Arbitration Commission to be administered in Shanghai in accordance with its arbitration rules then in force. For the arbitration hereunder, the arbitration tribunal shall consist of three arbitrators. The applicant and the respondent shall each appoint one arbitrator, and the third arbitrator shall be appointed by the said two arbitrators upon negotiation or appointed by Shanghai International Economic and Trade Arbitration Commission. The arbitration award shall be final and legally binding upon the Parties. Except as otherwise provided in the arbitration award, all costs shall be borne by the defeated Party. The Parties unanimously agree that the arbitration shall not be conducted publicly.

14. 法律变更

Change in Law

本协议生效后，如果中国的任何中央或地方立法或行政机关修改任何中央或地方法律，法规，条例或其他规范性文件，包括修改，补充，废除，解释或公布任何实施方法或规则现行法律，法规，条例或其他规范性文件（统称“修订”），或者发布新的法律，法规，条例或者其他规范性文件（统称“新规”），则在以下前提下适用：

Upon effectiveness of this Agreement, if any central or local legislative or administrative authority in the PRC amends any central or local PRC law, regulation, ordinance or other normative document, including amending, supplementing, repealing, interpreting or publishing implementing methods or rules for any existing law, regulation, ordinance or other normative document (collectively referred to as the "Amendment"), or issuing any new law, regulation, ordinance or other normative document (collectively referred to as "New Regulation"), the following provisions shall apply:

14.1 如果修订或新规对任何一方比本协议有效期内的适用法律，法规更有利（而另一方不会因此产生任何重大不利影响），则各方应及时向有关当局申请（如有必要）以获取此类利益，双方应尽一切努力促使获取此类许可；

If the Amendment or New Regulation is more favorable to any Party than any applicable law, regulation, ordinance or other normative document then in force on the effective date of this Agreement (and the other Party will not thus be imposed any material adverse effect), then the Parties shall timely apply to relevant authority (if necessary) for obtaining the benefits of such Amendment or New Regulation. The Parties shall make every effort to procure the approval of such application ;

14.2 如果由于修订或新规对质权人的经济利益有任何直接或间接的重大不利影响，并且三方不能按照本协议之规定解决对质权人经济利益的不利影响，则在质权人通知其他各方后，三方应及时协商对本协议进行所有必要的修改，以最大限度地保护质权人的经济利益。

If, due to the Amendment or New Regulation, there is any direct or indirect material adverse effect on the economic interests of the Pledgee hereunder, and the Parties cannot solve such adverse effect imposed on the economic interests of the Pledgee in accordance with the provisions of this Agreement, then after the Pledgee notifies the other Parties, the Parties shall timely negotiate to make all requisite amendment to this Agreement to maximally protect the economic interests of the Pledgee hereunder.

15. 不可抗力

Force Majeure

15.1 “不可抗力事件”是指任何超出缔约方合理控制范围的事件，并且不能通过受影响方的合理注意义务来防止，包括但不限于自然灾害，战争和暴动，但欠缺债信，资本或资金不视为超出一方合理控制范围。如果发生不可抗力事件延迟或妨碍履行本协议，受影响的一方对此类延迟或无法履行的义务不承担责任。寻求免除本协议履约义务或本协议任何条款规定的受影响方应立即通知他方被免除的义务和完成履行应采取的措施。

A “Force Majeure Event” refers to any event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot. However, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.

15.2 只有当协议受影响方已尽一切合理努力履行本协议时，寻求豁免义务的一方始可免除履行被延迟或被阻碍的义务，而不承担任何责任。一旦此类责任免除的原因被纠正或修补，各方同意尽最大努力恢复履行本协议。

The Party affected by Force Majeure Event shall not assume any liability hereunder, provided that only when the affected Party has made all reasonable efforts to perform this Agreement, the Party who seeks exemption of obligation may be exempted from performing such obligation and only to the extent of the delayed or impeded performance. Once the cause for such exemption of liability is corrected and remedied, each Party agrees to use his or its best efforts to resume the performance of this Agreement.

16. 其他

Miscellaneous

16.1 通知。根据本协议发出的所有通知均应通过专人递送、传真或挂号邮件发送。如果通过挂号邮件发送，则在签署收到挂号邮件的回执之日视为有效地发出通知。通过专人递送或传真传送时，则视为于交付之日发出通知。通过传真发送的通知的原件应通过挂号邮件发送或在通过传真发送后由专人递送。

Notice. All notices required to be given pursuant to this Agreement shall be delivered personally or sent by facsimile transmission or registered mail. A notice shall be deemed effectively given on the date of the signature on the receipt of the registered mail if sent by registered mail, or on the date of delivery if given by personal delivery or facsimile transmission. The original copy of the notice sent by facsimile transmission shall be sent by registered mail or delivered personally immediately after being sent by facsimile transmission.

16.2 进一步保证。各方同意立即签订为履行本协议条款和目的而合理需要的其他文件，并采取有助于履行本协议条款和目的的进一步合理行动。

Further Assurance. The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purpose of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purpose of this Agreement.

16.3 完整协议 除本协议签署之后的修改，补充或书面变更外，本协议应构成三方就本协议内容达成的完整协议，并取代所有事先的口头和书面协商。

Entire Agreement. Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

16.4 标题。本协议的标题权为方便起见，不得用于解释或以其他方式影响本协议条款的含义。

Headings. The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

16.5 可分割性。如果本协议的任何条款因相关法律不一致而无效或不可执行，则该条款在相关法律适用的范围内被视为无效或不可执行，且不会影响本协议其他条款的法律效力。

Severability. If any provision of this Agreement is invalid or unenforceable due to inconsistency with relevant laws, such provision shall be deemed invalid or unenforceable only to the extent where the relevant laws apply, and will not affect the legal validity of other provisions of this Agreement.

16.6 豁免。任一缔约方均可豁免本协议的条款和条件，前提是此类豁免权在以书面形式提出并经各方同意和签署后生效。如果违约之一方在特定情况下得到他方的豁免，该豁免不构成也取得其他类似违约行为的豁免。

Waiver. Any Party may waive the terms and conditions of this Agreement, provided that such waiver shall only become effective if made in writing and agreed and signed by the Parties. No waiver by a Party of the breach by the other Party in a specific case shall operate as a waiver by such Party of any similar breach by the other Party in other cases.

16.7 协议的修正和补充。三方应通过书面文书修改和补充本协议。经各方妥善签署后，该修改和补充将成为本协议的组成部分，并具有与本协议相同的法律效力。

Amendment and Supplement of Agreement. The Parties shall amend and supplement this Agreement by a written instrument. Any amendment and supplement will become an integral part of this Agreement after proper execution by the Parties and have same legal effect as this Agreement.

16.8 份数及语言。本协议应以中、英文书就，一式三份，各方各持一份副本，其余为AIC登记，各份具有同等效力。如果中、英文发生不一致，则以英文版本为准。

Counterpart and Language. This Agreement shall be written in Chinese and English and made in three copies, with each Party hereto holding one copy and the rest for AIC registration. Each copy has the same effect. In the event of any inconsistency between Chinese and English, the English version shall prevail.

16.9 附录。本协议中列出的附录是本协议的组成部分。

Appendices, The appendices listed in this Agreement are integral parts of this Agreement.

(本页留作股权质押协议的签名页)

(This page is intentionally left as the signature page of the Equity Pledge Agreement)

质权人：上海诺斯拉文化有限公司

Pledgee: Shanghai Nocera Culture Co., Ltd.

签字：/s/ Song-Yuan Teng

Signature: /s/ Song-Yuan Teng

姓名：邓沁元

Name: Song-Yuan Teng

职务：董事

Title: Director

(本页留作股权质押协议的签名页)

(This page is intentionally left as the signature page of the Equity Pledge Agreement)

出质人：宗辉

Pledgor: Zong Hui

签字：/s/ Zong Hui

Signature: /s/ Zong Hui

姓名：宗辉

Name: Zong Hui

职务：董事长

Title: Chairman

(本页留作股权质押协议的签名页)

(This page is intentionally left as the signature page of the Equity Pledge Agreement)

国内公司：杭州星咖互娱文化传媒有限公司

Domestic Company: Zhejiang Xınca Mutual Entertainment Culture Media Co., LTD

签字：/s/ Zong Hui

Signature: /s/ Zong Hui

姓名：宗辉

Name: Zong Hui

职务：董事长

Title: Chairman

附件一：

Appendix 1:

《独家购买权协议》

《Exclusive Call Option Agreement》

《投票权代理协议》

《Voting Rights Proxy Agreement》

《独家业务合作协议》

《Exclusive Business Cooperation Agreement》

独家购买权协议

Exclusive Call Option Agreement

本独家购买权协议（下称“本协议”）由下列各方于2024年1月31日

在中国上海市签订：

This Exclusive Call Option Agreement (“Agreement”) is made and entered into in Shanghai, China (P.R.C) on January 31, 2024 by and among the following Parties:

1. 宗辉（以下称为“股东”）

住所：上海市浦东新区永泰路136弄25号402室

Zong Hui (hereinafter referred to as the “Existing Shareholder”)

Domicile: Room 402, No. 25, Lane 136, Yongtai Road, Pudong New District, Shanghai, China

2. 上海诺斯拉文化有限公司（以下称为“WFOE”）：

注册地：上海市奉贤区平庄西路1599号

Shanghai Nocera Culture Co., Ltd. (hereinafter referred to as “WFOE”)

Registered Address: No. 1599, Pingzhuang West Road, Fengxian District, Shanghai, China

3. 杭州星咖互娱文化传媒有限公司（以下称为“国内公司”）

注册地：浙江省杭州市滨江区峰达中心A座1501室

Zhejiang Xınca Mutual Entertainment Culture Media Co., LTD (hereinafter referred to as the “Domestic Company”)

Registered Address: Room 1501, Building A, Fengda Center, Binjiang District, Hangzhou, Zhejiang, China

在本协议中，WFOE、股东和国内公司以下各称“一方”，合称“各方”。

In this Agreement, each of the WFOE, Existing Shareholders and Domestic Company shall be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties”.

鉴于：

Whereas:

1. 现有股东合计持有本公司100%股权，其中宗辉持有本公司50%股权；其余50%股权已透过授权书授权宗辉全权处理。

The Existing Shareholders own 100% equity interest in the Domestic Company in total, of which, Zong Hui holds 50% equity interest in the Domestic Company; The remaining 50% of the equity has been fully authorized to Zong Hui for complete management through a power of attorney.

2. 于2024年1月31日，WFOE与国内公司订立独家业务合作协议（“独家业务合作协议”），而WFOE与现有股东订立股权质押协议（“股权质押协议”）及一系列其他协议。

On January 31, 2024, the WFOE and the Domestic Company entered into an Exclusive Business Cooperation Agreement (“Exclusive Business Cooperation Agreement”) and the WFOE and the Existing Shareholders entered into an Equity Pledge Agreement (“Equity Pledge Agreement”) and a serial of other agreements on the same.

因此，各方在友好协商后，特此同意如下：

NOW, THEREFORE, the Parties, upon friendly negotiation, hereby agree as follows:

1. 购买和出售股权

Purchase and Sale of Equity

1.1 授予权利。现有股东特此不可撤销地授予WFOE独家、不可撤销的权利，根据中华人民共和国法允许的范围，WFOE有权在任何时间购买或指定任何人（“指定人”）向现有股东购买股权。根据WFOE自行决定的步骤，并按照本协议第1.3条规定的价格（“股权购买权”），使得WFOE可以随时一次或多次从股东购买，或指定一人或多人（“被指定人”）从股东购买，股东所持的国内公司的全部或部分股权。WFOE和被指定人可享有的认购权是独家的。国内公司特此同意现有股东向WFOE授予该认购期权。就本条款及本协议而言，“人”指任何个人，公司，合资企业，合伙企业，企业，信托或非法人组织。

Grant of Option. The Existing Shareholders hereby irrevocably grant to the WFOE an exclusive and irrevocable option whereby the WFOE shall be entitled to purchase or designate any person or persons (“Designee”) to purchase from the Existing Shareholders at any time, to the extent permitted by the People’s Republic of China (P.R.C) laws, all or part of the equity held by the Existing Shareholders in the Domestic Company following the exercise steps determined by the WFOE at its own discretion and per the price set forth in Article 1.3 hereof (“Call Option”). No third person other than the WFOE and the Designee may enjoy the Call Option. The Domestic Company hereby agrees that the Existing Shareholders grant such Call Option to the WFOE. For the purpose of this clause and this Agreement, a “person” refers to any individual, corporation, joint venture, partnership, enterprise, trust or unincorporated organization.

1.2 行使步骤。根据中华人民共和国法律及法规，WFOE可向现有股东发出书面通知（“股权购买通知”），并指明以下事项行使认购期权：(a) WFOE有关行使认购期权的决定；(b) WFOE拟向现有股东购买的股权数额（“目标股权”）；及(c) 购买日期或权益转让日期。

Exercise Steps. Subject to the People’s Republic of China (P.R.C) laws and regulations, the WFOE may exercise the Call Option by issuing a written notice (“Equity Purchase Notice”) to the Existing Shareholders specifying the following matters: (a) the WFOE’s decision on exercise of the Call Option; (b) the amount of equity interest (“Target Equity”) which the WFOE proposes to purchase from the Existing Shareholders; and (c) the date of purchase/date of transfer of equity.

1.3 购买价格。除非适用法律法规要求评估，否则目标股权的购买价格（“购买价格”）应为股权转让时中华人民共和国法律法规允许的最低价格。

Purchase Price. Unless applicable laws and regulations require an appraisal, the purchase price of the Target Equity (“Purchase Price”) shall be the minimum price permitted by the People’s Republic of China (P.R. C) laws and regulations at the time of transfer of equity.

1.4 转移目标股权。在WFOE每次行使认权时：

Transfer of the Target Equity. At each exercise of Call Option by the WFOE:

(a) 现有股东应责成国内公司及时召开股东大会，在该会议上应当通过现有股东向WFOE和/或指定人转让股权的决议；现有股东应就WFOE和/或指定人转让被购买股权取得国内公司其他股东的同意及放弃优先购买权的书面声明；

The Existing Shareholders shall cause the Domestic Company to hold the shareholders’ meeting in a timely manner. In the meeting, a resolution on the approval of the transfer of equity from the Existing Shareholders to the WFOE and/or the Designee shall be adopted, and the Existing Shareholders shall sign a written confirmation to waive their right of first refusal toward such transfer of equity by other shareholder of the Domestic Company to the WFOE and/or any person designated by the WFOE;

(b) 现有股东及WFOE（或如适用，指定人）应根据本协议及股权收购通知的规定，为每次转让订立股权转让协议；

The Existing Shareholders and the WFOE (or, where applicable, the Designee) shall enter into an equity transfer agreement in accordance with the provisions of this Agreement and the Equity Purchase Notice;

(c) 有关各方应签署所有其他必要的合同，协议或文件，获得所有必要的政府批准和同意，并采取一切必要行动，以利将被购买股权的有效所有权在不附带任何担保权益的情况下转移给WFOE和/或被指定人，并使WFOE和/或被指定人成为被购买股权的登记在册所有人。就本条款和本协议而言，“担保权益”包括担保，抵押，质押，第三方权利或利益，任何购股权，收购权，优先购买权，抵销权，保留所有权或其他担保安排。但是，为了明确起见，不包括从本协议或股权质押协议中产生的任何担保权益。

The relevant parties shall sign all other requisite contracts, agreements or documents, obtain all requisite government approvals and consents, and take all necessary actions, so as to transfer the valid ownership of the Target Equity to the WFOE and/or the Designee free of any security interest and cause the WFOE and/or the Designee to be the registered owner of the Target Equity. For the purpose of this clause and this Agreement, security interest, includes guarantees, mortgages, pledges, third-party rights or interests, any share option, right of acquisition, right of first refusal, right of offset, retention of title or other security arrangements. However, for the sake of clarity, it does not include any security interest created from this Agreement or the Equity Pledge Agreement.

2. 承诺

Undertaking on Equity

2.1 国内公司的承诺。国内公司特此承诺：

Undertaking by the Domestic Company. The Domestic Company hereby undertakes that:

- (a) 未经WFOE事先书面同意，不得以任何形式增加，修改或修改国内公司章程，增加或减少其实收资本，或以任何方式更改其注册资本结构；

Without prior written consent of the WFOE, it will not add, revise or amend the articles of association of the Domestic Company in any form, or increase or decrease its paid-in capital, or change its registered capital structure in any way;

- (b) 遵循良好的财务和商业标准和惯例，保持公司的存续，谨慎有效地经营业务和处理事务；

It will follow good financial and commercial standards and practices, maintain itself in good standing, and prudently and effectively operate its business and handle affairs;

- (c) 未经WFOE事先书面同意，不在本合同签署之日起的任何时间出售、转让、抵押或以其他方式处置国内公司的任何资产、业务或收益的合法或受益权益，或允许在其上设置任何其他担保权益；

Without prior written consent of the WFOE, it will not sell, transfer, mortgage or otherwise dispose any legal or beneficial interests in any assets, business or revenue of the Domestic Company, or allow the creation of any other security interests on the foregoing, at any time from the date hereof;

- (d) 未经WFOE事先书面同意，不得招致，继承，担保或允许存在任何债务，但下列情况除外：(i) 正常或日常业务经营所产生的债务；(ii) 已向WFOE披露并获得WFOE书面同意的债务

Without prior written consent of the WFOE, it will not incur, inherit, guarantee or allow the existence of any debt, except for: (i) debts arising from normal or ordinary course of business operations; and (ii) debts that have been disclosed to the WFOE and obtained written consent from the WFOE;

- (e) 保持所有现有业务正常运营，维持国内公司的资产价值，不进行影响其经营状况或资产价值的作为或不作为；

It will keep all existing business under normal operation to maintain the asset value of the Domestic Company, and will not commit any act or omission which will affect its operating condition or asset value;

- (f) 未经WFOE事先书面同意，除正常业务过程中订立的合约外，不会订立任何重大合约（包括但不限于合约价值超过人民币100,000元的合约）；

Without prior written consent of the WFOE, it will not enter into any material contract (including but not limited to any contract with a contractual value of over RMB 100,000), other than those entered into in the normal course of business;

- (g) 未经WFOE事先书面同意，不向任何人提供任何贷款或信贷；

Without prior written consent of the WFOE, it will not provide any loan or credit to any person;

- (h) 应WFOE的要求，它将向WFOE提供有关国内公司运营和财务状况的数据；

At the request of the WFOE, it will provide the WFOE with all information on the operational and financial condition of the Domestic Company;

- (i) 国内公司将向WFOE可接受的保险公司购买和续订保险。保险金额和类型应与在同一地区从事类似业务或具有类似财产或资产的其他公司通常采购的保险金额相同；

The Domestic Company will purchase and maintain insurance from an insurer acceptable to the WFOE. The amount and type of insurance shall be the same as those of the insurance normally procured by other companies engaging in similar business or having similar property or assets in the same region;

(j) 未经WFOE事先书面同意，不得与任何人合并或联合，或对任何人进行收购或投资；

Without prior written consent of the WFOE, it will not merge or consolidate with any person, or acquire or invest in any person;

(k) 将发生的或可能发生的与国内公司资产、业务或收益有关的诉讼、仲裁或行政程序立即通知WFOE；

It will inform the WFOE immediately of any pending or threatened lawsuits, arbitration or administrative proceedings relating to assets, business and revenue of the Domestic Company;

(l) 为了保持对国内公司所有资产的所有权，签署所有必要或适当的文件，采取一切必要或适当的行动，提出所有必要或适当的索赔，或对所有索偿进行必要和适当的抗辩；

In order to maintain its ownership over all of its assets, the Domestic Company will sign all necessary or appropriate documents, take all necessary or appropriate actions, bring forward all necessary or appropriate claims, or make all necessary and appropriate defenses against all claims;

(m) 未经WFOE事先书面同意，不得以任何形式分配股息；

Without prior written consent of the WFOE, it will not distribute dividends in any form;

(n) 除中华人民共和国法律强制要求外，未经WFOE书面同意，国内公司不得解散或清算；

Unless mandatorily required by the People's Republic of China (PRC) laws, without written consent of the WFOE, the Domestic Company shall not dissolve or liquidate;

(o) 应WFOE的要求，将任命WFOE指定或认可的任何人为国内公司的董事；以及

At the request of the WFOE, it will appoint any person designated or recognized by the WFOE as the director of the Domestic Company; and

(p) 未经WFOE事先书面同意，不会发行任何额外股权或收购国内公司股权的权利。

Without prior written consent of the WFOE, it will not issue any additional equity or right to acquire or receive equity in the Domestic Company.

2.2 现有股东的承诺。现有股东承诺：

Undertakings by the Existing Shareholders. The Existing Shareholders undertake that:

(a) 未经WFOE事先书面同意，不得以任何形式增加，修改或修改国内公司章程，增加或减少其实收资本，或以任何方式更改其注册资本结构；

Without prior written consent of the WFOE, they will not add, revise or amend the articles of association of the Domestic Company in any form, or increase or decrease its paid-in capital, or change its registered capital structure in any way;

(b) 未经WFOE事先书面同意，不在本合同签署之日起的任何时间出售、转让、抵押或以其他方式处置其拥有的国内公司的股权的合法或受益权益，或允许在其上设置任何其他担保权益，但根据股东股权质押合同在该股权上设置的质押则除外；

Without prior written consent of the WFOE, they will not sell, transfer, mortgage or otherwise dispose any ownership or beneficial interest in any equity, or allow the creation of any other security interests on the foregoing, at any time from the date hereof, except for pledge created on equity of the Domestic Company under the Equity Pledge Agreement;

(c) 未经WFOE事先书面同意，促使公司股东大会及/或董事（或执行董事）不批准出售，转让，质押或以其他方式处置任何股权的合法或受益权益，除了WFOE或WFOE指定的任何人外，不允许在其上创设任何担保权益；

Procure the shareholders' meeting and/or directors (or executive director) of the company not to approve, without prior written consent of the WFOE, any sale, transfer, pledge or otherwise disposal of the lawful or beneficiary interests in any equity, nor allow any security interests created thereon, except to the WFOE or any person designated by the WFOE;

(d) 未经WFOE事先书面同意，不会批准国内公司与任何人合并或联合，或对任何人进行收购或投资；

Without prior written consent of the WFOE, they will not approve that the Domestic Company merge or consolidate with any person, or acquire or invest in any person;

(e) 立即通知WFOE有关其所拥有的股权的任何未决或潜在的诉讼，仲裁或行政诉讼；

They will inform the WFOE immediately of any pending or threatened lawsuits, arbitration or administrative proceedings relating to the equity they owned;

(f) 将促使国内公司的股东大会投票并批准根据本协议转让目标股权；

They will cause the shareholders' meeting of the Domestic Company to vote for and approve the transfer of the Target Equity under this Agreement;

(g) 为了保持对目标股权的所有权，他们将签署所有必要或适当的文件，主动采取一切必要或适当的行动，和/或提出所有必要或适当的索赔，或做出针对索赔的一切必要和适当的抗辩；

In order to maintain their ownership over the Target Equity, they will sign all necessary or appropriate documents, proactively take all necessary or appropriate actions, and/or bring forward all necessary or appropriate claims, or make all necessary and appropriate defenses against all claims;

(h) 应WFOE的要求，将任命WFOE指定或认可的任何人为国内公司的董事和高级管理人员；

At the request of the WFOE, they will appoint any person designated or recognized by the WFOE as the director and the senior executive of the Domestic Company;

(i) 未经WFOE事先书面同意，不会出售或使国内公司管理层处置任何重大公司资产（正常业务过程除外）或在任何重大资产上创设任何担保权益或第三方权利；

Without prior written consent of the WFOE, it will not dispose or cause the management of the Domestic Company to dispose any material corporate asset (except in the normal course of business) or create any security interest or other third party right over any material asset;

(j) 未经WFOE事先书面同意，不会终止或使国内公司的管理层终止国内公司签署的任何重大协议，或签署任何与现有重大协议相冲突的其他协议；

Without prior written consent of the WFOE, it will not terminate or cause the management of the Domestic Company to terminate any material agreement signed by the Domestic Company, or sign any other agreement in conflict with the existing material agreements;

(k) 未经WFOE事先书面同意，不会委任或罢免任何由现有股东委任或罢免的任何国内公司董事，监事或其他由股东委任或罢免的高级管理人员，亦不会雇用任何佣金在人民币500,000元以上其他雇员或服务提供者；

Without prior written consent of the WFOE, it will neither appoint or remove any director, supervisor of the Domestic Company or other executives that shall be appointed or removed by the Existing Shareholders, nor hire any other employee or service provider with a compensation above RMB 500,000;

(l) 未经WFOE事先书面同意，不使国内公司宣布分配或实际分配任何可分配利润，股息或红利。如现有股东取得任何利润，股息或奖金或清算收入，应根据中华人民共和国法律及时移转予WFOE或WFOE指定的任何人；

Without prior written consent of the WFOE, it will not cause the Domestic Company to declare distribution or actually distribute any allocable profit, dividend or bonus, and should they obtain any profit, dividend or bonus or liquidated income from the Domestic Company, they shall subject to the People's Republic of China (PRC) laws timely grant the same to the WFOE or any person designated by the WFOE ;

(m) 应WFOE的要求，将立即无条件将其股权转让予WFOE或WFOE指定人，并放弃其他现有股东的优先购买权；

At the request of the WFOE from time to time, they will transfer their equity to the WFOE or the Designee unconditionally and immediately, and waive the right of first refusal towards such transfer of equity by other Existing Shareholder;

(n) 将严格遵守本协议的条款以及由WFOE, 现有股东和国内公司共同或单独签署的其他合同, 有效履行其中的义务, 并且不会以任何作为或者不作为影响此类合同的有效性和可执行性, 包括但不限于在第2条下的股东大会上投票;以及

They will strictly comply with the provisions of this Agreement and other contracts which are jointly or individually signed by the WFOE, the Existing Shareholders and the Domestic Company, effectively perform the obligations thereunder, and will not commit any act or omission which will affect the validity and enforceability of such contracts, including without limitation, vote in a shareholder meeting under Article 2; and

(o) 现有股东不可撤销地对本协议项下义务承担连带责任。

The Existing Shareholders irrevocably undertake to be jointly and severally liable for the obligations hereunder.

3. 现有股东及国内公司的陈述及保证

Representations and Warranties of the Existing Shareholders and the Domestic Company

现有股东及国内公司特此向WFOE共同及分别声明并保证以下事项, 于本签署日期及每个股权转让日期:

The Existing Shareholders and the Domestic Company hereby jointly and severally represent and warrant the followings to the WFOE on the date hereof and on each date of transfer of equity:

3.1 有权签署和交付本协议及其作为一方的任何股权转让协议 (“转让协议”), 并根据本协议签署每项转让, 以及履行本协议和任何转让协议下的义务。本协议及其作为一方的任何转让协议签署后, 本协议和此类转让协议将构成其合法, 有效和有约束力的义务并可根据其条款对其强制执行;

They have the rights and capacity to sign and deliver this Agreement and any equity transfer agreement (“Transfer Agreement”) to which they are one party and sign for each transfer according to this Agreement, and perform their obligations under this Agreement and any Transfer Agreement. Once this Agreement and any Transfer Agreement to which they are one party are signed, this Agreement and such Transfer Agreement will become their legal, valid and binding obligations enforceable against them in accordance with their terms;

3.2 本协议或任何转让协议的签署、交付以及履行其在本协议或任何转让协议下的义务均不会: (i) 导致违反任何适用的中华人民共和国法律; (ii) 与其公司章程或其他组织文件发生冲突; (iii) 导致违反其是一方或对其有约束力的任何合同或文件, 或构成其是一方或对其有约束力的任何合同或文件项下的违约; (iv) 违反授予及/或维持授予他们的任何批准或许可的有效性的任何条件;或 (v) 导致给任何一方颁发的任何许可或批准中止或被撤销或附加条件;

Neither the execution and delivery of this Agreement or any Transfer Agreement nor the performance of their obligations under this Agreement or any Transfer Agreement will: (i) violate any applicable People’s Republic of China (PRC) laws; (ii) conflict with their articles of association or other organization documents; (iii) violate or default under any contract or instrument to which they are a party or which binds upon them; (iv) violate any condition to grant and/or maintain the validity of any approval or permit granted to them; or (v) cause any permit or approval granted to them to be suspended, cancelled or imposed with additional conditions;

3.3 现有股东对所有资产拥有良好且可交易的所有权。现有股东并无就该等资产设置担保权益;

The Existing Shareholders have good and merchantable title to all assets. The Existing Shareholders set up no security interest over such assets;

3.4 除 (i) 正常业务所产生的债务; 及 (ii) 已向WFOE以书面形式披露及认可的债务外, 国内公司并无未偿还债务;

The Domestic Company has no outstanding debts except (i) those arising from its normal course of business; and (ii) debts that have been disclosed to and approved by the WFOE in writing;

3.5 国内公司应遵守所有适用的法律法规; 和

The Domestic Company shall comply with all applicable laws and regulations; and

3.6 没有已发生、未决或潜在与国内公司的股权，资产或其他方面有关的诉讼，仲裁或行政诉讼。

There is no existing, pending or threatening litigation, arbitration or administrative proceedings relating to equity, assets or other aspects of the Domestic Company.

4. 保密

Confidentiality

各方知悉并确认与本协议相互交换的任何口头或书面信息均为机密信息。各方应对所有此类信息保密，未经其他方书面同意，除下列情况外，不得向各方披露任何相关信息：

The Parties acknowledge and confirm that any oral or written information mutually exchanged in connection with this Agreement shall be Confidential Information. The Parties shall keep confidential all such information, and without written consent of other Parties, they shall not disclose any relevant information to any third party except under the following circumstances:

(a) 公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b) 根据适用法律法规而所需披露之任何信息；或
(c) 如果任何一方需要基于本文所述交易的目的向其法律或财务顾问披露此类信息，并且此类法律或财务顾问还需要承担与本条规定类似的保密责任。任何一方的工作人员或聘用的机构违反保密规定，均视为违反，该方应依照本协议承担违约责任。不论在本协议因任何理由终止后，本条款继续有效。

(a) where such information is or will be known by the general public (for reasons other than the unauthorized disclosure to the public by any Party receiving such information); (b) where the disclosure of such information is required by applicable laws or regulations; or (c) where any Party needs to disclose such information to its legal or financial advisor for the purpose of the transaction contemplated herein, and such legal or financial advisor also needs to assume confidentiality liability similar to that provided in this Article. The breach of confidentiality by the staff of or agency retained by any Party shall be deemed as breach of confidentiality by such Party, and such Party shall assume the liabilities for breach of contract in accordance with this Agreement. This Article shall survive the termination of this Agreement for whatsoever reason.

5. 有效性和期限

Effectiveness and Term

本协议自各方签署本协议之日起生效，有效期为十（10）年，并可由WFOE选择延长十（10）年。除非WFOE以书面形式通知现有股东及国内公司其未同意延长本协议，否则本协议将于期限届满后自动延长十（10）年，依此类推，延长时间没有任何限制。现有股东及国内公司无权反对延长本协议期限。

This Agreement shall take effect from the date when the Parties sign this Agreement, with a term of ten (10) years and may be extended for another ten (10) years at the option by the WFOE. Unless notified by the WFOE to the Existing Shareholders and the Domestic Company in writing that it does not consent to an extension of this Agreement, this Agreement shall be automatically extended for another ten (10) years upon the expiration of term, and so on, without any restriction in extension times. The Existing Shareholders and the Domestic Company shall have no right of objection to the extension of term hereof.

6. 终止

Termination

6.1 到期日终止。本协议将在期限届满之日终止，除非根据本协议的有关规定予以延长。

Termination on Expiry Date. This Agreement shall terminate on the expiry date of the term unless it is extended in accordance with relevant provisions hereof.

6.2 提前终止。于本协议有效期内，现有股东或国内公司不得提早终止本协议，除非现有股东已将其在国内公司的全部股权合法转让予WFOE及/或WFOE指定的其他实体或个人。如果WFOE在本协议到期日之前破产或合法解散或终止，本协议将自动终止。尽管有上述规定，WFOE可以在任何时候提前三十（30）天向其他方发出书面通知终止本协议。

Early Termination. During the term of this Agreement, the Existing Shareholders or the Domestic Company shall not early terminate this Agreement unless the Existing Shareholders have legally transferred all of their equity in the Domestic Company to WFOE and/or other entity or individual designated by WFOE according to this Agreement. Should WFOE be bankrupt or legally dissolved or terminated prior to the expiry date of this Agreement, this Agreement shall terminate automatically. Notwithstanding the foregoing, WFOE may at any time issue a written notice to other Parties thirty (30) days in advance to terminate this Agreement.

6.3 继续有效。本协议终止后，各方根据第四条，第七条和第八条享有的权利和义务继续有效。

Survival. Upon termination of this Agreement, the rights and obligations of the Parties under Article 4, Article 7 and Article 8 shall survive.

7. 违约责任和赔偿

Default Liabilities and Indemnity

7.1 违约责任。各方同意并确认，如果本协议的任何一方（“违约方”）严重违反本协议的任何条款，或者实质上未履行或延迟履行本协议项下的任何义务，则应构成本协议下的违约（“违约”），以及任何除本协议下的其他相关权利外，其他非违约方（“非违约方”）可以要求违约方在合理的时间内进行更正或采取补救措施。如果违约方仍未在合理期限内或在他方书面通知违约方并要求更正后十（10）天内进行更正或采取补救措施，非违约方可以要求违约方支付违约赔偿金。

Default Liabilities. The Parties agree and confirm that if any Party hereto (“Breaching Party”) materially breaches any provision hereof, or materially fails to perform or delays in perform any obligation hereunder, it shall constitute a default hereunder (“Default”), and any of other non-breaching Parties (“Non-breaching Parties”) may request the Breaching Party to make correction or take remedy within a reasonable time limit. Should the Breaching Party still fail to make correction or take remedy within such reasonable time limit or ten (10) days after the other Party notifies the Breaching Party in writing and requests for correction, the Non-breaching Parties may request the Breaching Party to pay liquidated damages.

7.2 赔偿。现有股东及国内公司应全数赔偿WFOE因本协议的履行或因本协议的实施而对WFOE提出的任何诉讼，索赔或其他要求所造成的任何损失，损害，责任和/或支出，并保证WFOE免受因现有股东及国内公司的任何行为或任何第三方因现有股东及国内公司的行为而提出的任何索赔而对WFOE造成任何损失和损害。

Indemnity. The Existing Shareholders and the Domestic Company shall fully indemnify the WFOE against any loss, damage, liability and/or cost resulting from any action, claim or other demand made against the WFOE due to or arising out of the performance of this Agreement, and hold the WFOE harmless from any loss and damage caused to the WFOE by any act of the Shareholders or the Domestic Company or any claim made by any third party due to the act of the Existing Shareholders or the Domestic Company.

8. 适用法律和争议解决

Applicable Laws and Dispute Resolution

8.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中华人民共和国法律。

Applicable Laws. The formation, validity, interpretation, performance of, and the resolution of dispute arising out of, this Agreement shall be governed by the People’s Republic of China (PRC) laws.

8.2 争议解决。因解释和履行本协议而发生的任何争议，本协议各方首先通过友好协商的方式加以解决。如果与本协议有关或由本协议引起的任何争议无法通过友好协商解决，任何一方均可将此类争议提交上海国际经济贸易仲裁委员会，并根据其当时有效的仲裁规则在上海解决纷争。对于本协议下的仲裁，仲裁庭应由三名仲裁员组成。申请人和被申请人各自指定一名仲裁员，第三名仲裁员由上述两名仲裁员经协商或由上海国际经济贸易仲裁委员会委任。仲裁裁决是终局的，对各方具有法律约束力。除仲裁裁决另有规定外，所有费用应由败方承担。各方一致同意仲裁不得公开进行。

Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall be resolved by the Parties upon friendly negotiation. If any dispute in connection with or arising out of this Agreement cannot be resolved through friendly negotiation, either Party may submit such dispute to Shanghai International Economic and Trade Arbitration Commission to be administered in Shanghai in accordance with its arbitration rules then in force. For the arbitration hereunder, the arbitration tribunal shall consist of three arbitrators. The applicant and the respondent shall each appoint one arbitrator, and the third arbitrator shall be appointed by the said two arbitrators upon negotiation or appointed by Shanghai International Economic and Trade Arbitration Commission. The arbitration award shall be final and legally binding upon the Parties. Except as otherwise provided in the arbitration award, all costs shall be borne by the defeated Party. The Parties unanimously agree that the arbitration shall not be conducted publicly.

9. 法律变更

Change in Law

本协议生效后，如果中华人民共和国的任何中央或地方立法或行政机关修改任何中央或地方法律，法规，条例或其他规范性文件，包括修改，补充，废除，解释或公布任何实施方法或规则现行法律，法规，条例或其他规范性文件（统称“修订”），或者发布新的法律，法规，条例或者其他规范性文件（统称“新规”），则在以下前提下适用：

Upon effectiveness of this Agreement, if any central or local legislative or administrative authority in the People's Republic of China (PRC) amends any central or local People's Republic of China (PRC) law, regulation, ordinance or other normative document, including amending, supplementing, repealing, interpreting or publishing implementing methods or rules for any existing law, regulation, ordinance or other normative document (collectively referred to as the "Amendment"), or issuing any new law, regulation, ordinance or other normative document (collectively referred to as "New Regulation"), the following provisions shall apply:

9.1 在本协议有效期内，修订或新规对一方有利（而另一方不会因此产生任何重大不利影响），则各方应及时向有关当局申请（如有必要）以获取此类利益修订或新规，各方应尽一切努力促使批准此类申请。

If the Amendment or New Regulation is more favorable to any Party than any applicable law, regulation, ordinance or other normative document then in force on the effective date of this Agreement (and the other Party will not thus be imposed any material adverse effect), then the Parties shall timely apply to relevant authority (if necessary) for obtaining the benefits of such Amendment or New Regulation. The Parties shall make every effort to procure the approval of such application.

9.2 如果由于修订或新规，对WFOE的经济利益有任何直接或间接的重大不利影响，并且各方不能按照本协议之规定解决对WFOE经济利益的不利影响，则在WFOE通知其他各方后，各方应及时协商对本协议进行所有必要的修改，以最大限度地保护WFOE的经济利益。

If, due to the Amendment or New Regulation, there is any direct or indirect material adverse effect on the economic interests of the WFOE hereunder, and the Parties cannot solve such adverse effect imposed on the economic interests of the WFOE in accordance with the provisions of this Agreement, then after the WFOE notifies the other Parties, the Parties shall timely negotiate to make all requisite amendment to this Agreement to maximally protect the economic interests of the WFOE hereunder.

10. 不可抗力

Force Majeure

10.1 “不可抗力事件”是指任何超出缔约方合理控制范围的事件，并且不能通过受影响方的合理注意义务来防止，包括但不限于自然灾害，战争和暴动，但欠缺债信，资本或资金不视为超出一方合理控制范围。如果发生不可抗力事件延迟或妨碍履行本协议，受影响的一方仅对此类延迟或无法履行不承担责任。寻求免除本协议履约义务或本协议任何条款规定的受影响方应立即通知他方被免除的义务和完成履行应采取的措施。

A "Force Majeure Event" refers to any event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot. However, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.

10.2 只有当受影响方已尽一切合理努力履行本协议时，寻求豁免义务的一方始可免除履行被延迟或被阻碍的义务，而不承担任何责任。一旦此类责任免除的原因被纠正或修补，各方同意尽最大努力恢复履行本协议。

The Party affected by Force Majeure Event shall not assume any liability hereunder, provided that only when the affected Party has made all reasonable efforts to perform this Agreement, the Party who seeks exemption of obligation may be exempted from performing such obligation and only to the extent of the delayed or impeded performance. Once the cause for such exemption of liability is corrected and remedied, each Party agrees to use his or its best efforts to resume the performance of this Agreement.

11. 其他

Miscellaneous

11.1 通知。根据本协议发出的所有通知均应通过专人递送、传真或挂号邮件发送。如果通过挂号邮件发送，则在签署收到挂号邮件的回执之日视为有效地发出通知。通过专人递送或传真传送时，则视为于交付之日发出通知。通过传真发送的通知的原件应通过挂号邮件发送或在通过传真发送后由专人递送。

Notice. All notices required to be given pursuant to this Agreement shall be delivered personally or sent by facsimile transmission or registered mail. A notice shall be deemed effectively given on the date of the signature on the receipt of the registered mail if sent by registered mail, or on the date of delivery if given by personal delivery or facsimile transmission. The original copy of the notice sent by facsimile transmission shall be sent by registered mail or delivered personally immediately after being sent by facsimile transmission.

11.2 进一步保证。各方同意立即签订为履行本协议条款和目的而合理需要的其他文件，并采取有助于履行本协议条款和目的的进一步合理行动。

Further Assurance. The Parties agree to promptly execute documents that are reasonably required for the implementation of the provisions and purpose of this Agreement and take further actions that are reasonably required for the implementation of the provisions and purpose of this Agreement.

11.3 完整协议。除本协议签署后的书面修改，补充或变更外，本协议应构成各方就本协议内容达成的完整协议，并取代所有事先的口头和书面协商。

Entire Agreement. Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

11.4 标题。本协议的标题仅为方便起见，不得用于解释或以其他方式影响本协议条款的含义。

Headings. The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

11.5 税收和费用。各方应各自承担因本协议的签署和履行而产生的任何和所有税费。

Taxes and Expenses. Each Party shall bear any and all taxes and expenses occurring to or levied on it with respect to the execution and performance of this Agreement.

11.6 转让协议。未经WFOE事先书面同意，国内公司不得转让本协议项下权利和义务予任何第三方。国内公司特此同意WFOE可将其在本协议项下的权利和义务转让给任何各方，在这种情况下，WFOE只需向国内公司发送书面通知，而无需进一步征得国内公司的同意。

Transfer of Agreement. Without prior written consent of the WFOE, the Domestic Company may not assign its rights and obligations hereunder to any third party. The Domestic Company hereby agrees that the WFOE may assign its rights and obligations hereunder to any third party, in which case the WFOE only needs to send a written notice to the Domestic Company, without further obtaining the consent of the Domestic Company for such assignment.

11.7 承继。本协议对缔约方各自的继承人及经许可的受让人发生拘束力。

Succession. This Agreement shall be inured to the benefits of and binding upon the respective successors and permitted assigns of each Party

11.8 可分割性。如果本协议的任何条款因相关法律不一致而无效或不可执行，则该条款仅在相关法律适用的范围内被视为无效或不可执行，且不会影响本协议其他条款的法律效力。

Severability. If any provision of this Agreement is invalid or unenforceable due to inconsistency with relevant laws, such provision shall be deemed invalid or unenforceable only to the extent where the relevant laws apply, and will not affect the legal validity of other provisions of this Agreement.

11.9 豁免。任一方均可豁免本协议的条款和条件，前提是此类豁免仅在以书面形式提出并经各方同意和签署后生效。如果违约之一方在特定情况下得到他方的豁免，该豁免不构成也取得其他类似违约行为的豁免。

Waiver. Any Party may waive the terms and conditions of this Agreement, provided that such waiver shall only become effective if made in writing and agreed and signed by the Parties. No waiver by a Party of the breach by the other Party in a specific case shall operate as a waiver by such Party of any similar breach by the other Party in other cases.

11.10 协议的修正和补充。各方应通过书面文书修改和补充本协议。经各方妥善签署后，该修改和补充将成为本协议的组成部分，并具有与本协议相同的法律效力。

Amendment and Supplement of Agreement. The Parties shall amend and supplement this Agreement by a written instrument. Any amendment and supplement will become an integral part of this Agreement after proper execution by the Parties and have same legal effect as this Agreement.

11.11 份数及语言。本协议应以中、英文书就，一式四份，各方各持一份，各份具有同等效力。如果中、英文发生不一致，则以英文版本为准。

Counterpart. This Agreement shall be written in Chinese and English and made in three copies, with each Party hereto holding one copy with the same effect. In the event of any inconsistency between Chinese and English, the English version shall prevail.

(本页留作独家购买权协议的签名页)

(This page is intentionally left as the signature page of the Voting Rights Proxy Agreement)

股东：宗辉

Existing Shareholder: Zong Hui

签字：/s/ Zong Hui

Signature: /s/ Zong Hui

(本页留作独家购买权协议的签名页)

(This page is intentionally left as the signature page of the Exclusive Call Option Agreement)

外商独资公司：上海诺斯拉文化有限公司

WFOE: Shanghai Nocera Culture Co., Ltd.

签字：/s/ Song-Yuan Teng

Signature：/s/ Song-Yuan Teng

姓名：邓松元

Name：Song-Yuan Teng

职务：董事

Title：Director

(本页留作独家购买权协议的签名页)

(This page is intentionally left as the signature page of the Exclusive Call Option Agreement)

国内公司：杭州星咖互娱文化传媒有限公司

Domestic Company : Zhejiang Xinca Mutual Entertainment Culture Media Co., LTD

签字：/s/ Zong Hui

Signature : /s/ Zong Hui

姓名：宗辉

Name : Zong Hui

职务：董事长

Title : Chairman



**Nocera, Inc. Completes Strategic Acquisition, Partnering with
Zhejiang Xınca Mutual Entertainment Culture Media to
Cultivate the Global E-Commerce Market**

TAIPEI, TAIWAN / ACCESSWIRE / February 6, 2024 / Nocera, Inc. (NASDAQ:NCRA) ("Nocera" or the "Company"), a fully integrated sustainable aquaculture company focused on the manufacturing and operation of land-based Recirculating Aquaculture Systems (RASs), today its acquisition, through its wholly-owned subsidiary, Shanghai Nocera Culture Co., Ltd., of 100% of the issued and outstanding equity interests of Zhejiang Xınca Mutual Entertainment Culture Media Co., LTD. ("Xınca"), a domestic funded limited liability company registered in China (PRC), using Variable Interest Entity agreements (VIE). This strategic acquisition marks a significant milestone for Nocera, positioning the Company for accelerated growth within the e-commerce market, commencing with the China market on the Douyin platform. The purchase price of the of equity interests of Xınca was 1.8 million unregistered shares of common stock of the Company. The acquisition closed on January 31, 2024.

Xınca has established a successful e-commerce model on Douyin, the prominent Chinese short-form video application and sibling platform to TikTok in the United States. Both Douyin and TikTok are subsidiaries of Beijing-based parent company ByteDance. Xınca has achieved remarkable success through its prowess in content creation, dynamic marketing strategies, and exceptional e-commerce conversion rates. The company has amassed invaluable insights, resources, and data on user behavior, established prominent influencer networks, and executed highly efficient product sales strategies. Nocera is excited to leverage these assets, enabling the Company to introduce fish sales on Douyin in China, with plans to replicate this success on TikTok in the United States. ByteDance's Douyin/TikTok platform boasts a global user base of 1.5 billion people, with projections suggesting it will reach 2 billion users by the end of 2024. These figures underscore Douyin/TikTok's substantial impact on the global social media landscape and its rapid ascent in the e-commerce sector.

Andy Jin, Chief Executive Officer of Nocera, expressed his enthusiasm for this transformative acquisition, stating, "This strategic partnership is poised to enhance Nocera's competitive advantage, particularly in the Douyin e-commerce sector in China. As the global e-commerce and content marketing landscape intensifies in competitiveness, the collaboration between Nocera and Xınca promises to usher in a new era in the short-video e-commerce domain. We believe that by harnessing Xınca's creative content and market insights, coupled with Nocera's expertise in aquaculture and fish sales, we will pioneer innovative advancements in the global e-commerce market."

Nocera, Inc. looks forward to delivering high-quality, sustainably farmed fish to consumers while continuing to drive innovation and growth in the ever-evolving e-commerce landscape.

About Nocera, Inc.

Nocera (NASDAQ: NCRA) is a fully integrated sustainable seafood company that provides land-based recirculation aquaculture systems for both fresh and saltwater fish and invests in fish farms by building high-tech RASs. The Company's main business operation consists of the design, development, and production of large-scale RASs fish tank systems, (aquaculture) for fish farms along with expert consulting, technology transfer, and aquaculture project management services to new and existing aquaculture facilities and operators. For more information, please visit the company's website at www.nocera.company.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements that are inherently subject to risks and uncertainties. Any statements contained in this document that are not historical facts are forward-looking statements as defined in the U.S. Private Securities Litigation Reform Act of 1995. Words such as "anticipate," "believe," "estimate," "expect," "forecast," "intend," "may," "plan," "project," "predict," "should," "will" and similar expressions as they relate to Nocera are intended to identify such forward-looking statements. Forward-looking statements are not guarantees of future performance, are based on certain assumptions and are subject to various known and unknown risks and uncertainties. These risks and uncertainties include, but are not limited to, general economic and business conditions, effects of continued geopolitical unrest and regional conflicts, competition, changes in methods of marketing, delays in manufacturing or distribution, changes in customer order patterns, changes in customer offering mix, and various other factors beyond the Company's control. More detailed information about the Company and the risk factors that may affect the realization of forward-looking statements is set forth in the Company's filings with the Securities and Exchange Commission (SEC), including our Annual Report on Form 10-K and our subsequent Quarterly Reports on Form 10-Q. Investors and security holders are urged to read these documents free of charge on the SEC's web site at <http://www.sec.gov>. The Company encourages you to consider all of these risks, uncertainties and other factors carefully in evaluating the forward-looking statements contained in this press release. As a result of these matters, changes in fact, assumptions not being realized or other circumstances, the Company's actual results may differ materially from the expected results discussed in the forward-looking statements contained in this press release. The forward-looking statements made in this press release are made only as of the date of this press release, and the Company undertakes no obligation to update them to reflect subsequent events or circumstances.

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