

业务合作协议

BUSINESS COOPERATION AGREEMENT

本业务合作协议（“本协议”）由以下各方于2014年__1__月__28__日在北京订立：

This Business Cooperation Agreement (the “Agreement”) is entered into in Beijing as of January 28, 2014 by and among the following parties:

- (1) 北京联众家园网络科技有限责任公司（“外资企业”），一家根据中华人民共和国（“中国”）法律在中国北京注册成立的外商独资企业；

Beijing Lianzhong Garden Network Technology Co., Ltd. (the “WFOE”), a wholly foreign-owned enterprise registered in Beijing, the People’s Republic of China (“China” or “PRC”), under the laws of China;

- (2) 北京联众互动网络股份有限公司（“联众股份”），一家根据中国法律在中国北京注册成立的内资公司；和

Beijing Lianzhong Co., Ltd. (“Beijing Ourgame”), a domestic company registered in Beijing, China, under the laws of China; and

- (3) 每一位在附件 1 列明的个人（以下这样的个人单独称为一名“股东”，合称为“股东”）

each of the persons listed under Schedule 1 (each, a “Shareholder” and collectively, the “Shareholders”)

（以上外资企业、联众股份和每一位股东单独称为“一方”，合称为“各方”）。

(Each of the WFOE, Beijing Ourgame and each of the Shareholders, a “Party”, and collectively the “Parties”).

序言

RECITALS

- (1) 鉴于，外资企业从事研发、设计计算机软硬件、网络技术；通信技术及产品；提供上述产品的技术转让、技术咨询、技术服务、技术培训；销售自行开发的产品等业务，并在技术服务方面已经具备了相关专业能力和实践经验；

WHEREAS, the WFOE engages in the business of research, development and design of computer software and hardware, network technology; communication technology and products; providing technology transfer, technical consultation, technical services and technical training of the foregoing technology and products; sales of self-developed products and has the relevant expertise and practical experience in technology service;

- (2) 鉴于，联众股份在中国从事网络游戏开发及运营业务；

WHEREAS, Beijing Ourgame engages in the business of developing and operating online games in China;

- (3) 鉴于，外资企业与联众股份在 2014 年 1 月 28 日签署了一份《独家服务总协议》（“服务协议”），根据该协议联众股份应向外资企业支付服务费；及

WHEREAS, the WFOE has entered into a Master Exclusive Service Agreement (the “Service Agreement”) dated January 28, 2014 with Beijing Ourgame, pursuant to which the WFOE is entitled to receive service fees from Beijing Ourgame; and

- (4) 鉴于，股东持有联众股份 100% 的股份。

WHEREAS, the Shareholders hold 100% shares in Beijing Ourgame.

有鉴于此，基于本协议中包含的各项前提、声明、保证、承诺和约定，各方愿意受其法律约束，并达成如下约定：

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

协议

AGREEMENT

1. 不作为承诺

Negative Covenants

为确保联众股份履行其与外资企业所签服务协议和/或其他协议项下的义务，股东和联众股份连带作出同意并承诺，未获外资企业的书面同意，联众股份不得进行、股东亦应促使联众股份不得进行，任何会对其资产、义务、权利或经营产生重大影响的交易，包括但不限于：

To ensure that Beijing Ourgame perform its obligations under the Service Agreement and/or other agreements executed with the WFOE, the Shareholders and Beijing Ourgame jointly and severally, agree and covenant that, without obtaining the WFOE’s written consent, Beijing Ourgame shall not, and the Shareholders shall cause Beijing Ourgame not to, engage in any transaction which may materially affect its asset, obligation, right or operation, including but not limited to:

- (a) 其各自正常业务范围未涵盖的活动，或从事与其过往经营不一致的业务活动；
any activities not within its normal business scope, or operating its business in a way that is inconsistent with its past practice;
- (b) 合并、整合、兼并、收购、和主要业务及资产的重组以及向任何人进行收购或投资；
merger, reorganization, acquisition or restructuring of its principal business or assets, or acquisition or investment in any other form;

- (c) 向第三方提供、向第三方借入任何贷款、信贷或承担任何债务，正常经营过程中发生的除外；

offering any loan to any third party, incurring any debt from any third party, or assuming any debt other than in the ordinary course of business;

- (d) 雇佣、变更或辞退任何董事或高管人员；

engaging, changing or dismissing any director or any senior management officer;

- (e) 向第三方出售、或从第三方获得、抵押/质押、许可第三方使用或以其他方式处置任何有形或无形资产，正常经营过程中发生的除外；

selling to or acquiring from any third party, mortgaging, licensing or disposing of in other ways tangible or intangible assets, other than in the ordinary course of business;

- (f) 发生、继承、担保或承受任何债务(但不包括在正常业务过程中发生的债务)或使用其资产向第三方提供担保以或其他形式提供保证，或在其资产上设置任何权利负担；

incurring, inheriting, assuming or guaranteeing any debt that are not incurred during the ordinary course of business, using its assets to provide security or other forms of guarantees to any third party, or setting up any other encumbrances over its assets;

- (g) 对其章程和内部细则进行补充、变更或修改，增减其注册资本或通过其他方式变更其注册资本结构；

making any supplement, amendment or alternation to its articles of association and bylaws, increasing or decreasing of its registered capital or changing the structure of its registered capital in other manners;

- (h) 以任何方式进行股息、股份权益或股东权益的分配，但在外资企业书面要求时，联众股份应立即向股东分配全部或部分可分配利润，然后再由股东立即并无条件地将上述分配支付或转移至外资企业；

making distribution of dividend or share interest or shareholding interest in whatever ways, provided that upon the WFOE's written request, Beijing Ourgame shall immediately distribute part or all distributable profits to its shareholder(s) who shall in turn immediately and unconditionally pay or transfer to the WFOE any such distribution;

- (i) 签署任何重大合同，但在正常业务过程中签署的除外（就本段而言，重大合同的标准由外资企业自行判断）；

executing any material contract, except the contracts executed in the ordinary course of business (for purpose of this subsection, the WFOE may define a material contract at its sole discretion);

- (j) 通过任何方式出售、转让、抵押或处置其业务或收入中的法定或受益权益，或允许设置任何相关的担保权益；

Selling, transferring, mortgaging or disposing of in any manner any legal or beneficial interest in its business or revenues, or allowing the encumbrance thereon of any security interest;

(k) 解散、清算和分配剩余财产；或

dissolution, conducting liquidation and distributing the residual assets; or

(l) 促使其任何分支机构或子公司发生上述行为或签署任何可能导致上述行为发生的合同、协议或其他法律文件。

Causing any of its branches or subsidiaries to engage in any of the foregoing or enter into any contract, agreement or other legal documents which may lead to or result in any of the foregoing.

2. 业务经营和人员安排

Business Operation and Personnel Arrangement

2.1 联众股份同意并向外资企业承诺，联众股份和股东将促使联众股份 (i) 接受外资企业就联众股份的人员安排和调任、日常运营、股息分配和财务管理系统所提出的建议，且联众股份将相应地严格遵守和履行；(ii) 谨慎、有效地经营联众股份公司业务和处理公司事务，按照良好的财务和商业标准及实务维持联众股份的存续；(iii) 在经营联众股份全部业务的正常运营过程中，一直保持联众股份的资产价值，不得采取任何可能影响联众股份业务状况和资产价值的任何行为/不作为；(iv) 在外资企业提出要求时提供有关联众股份业务经营和财务状况的相关资料；(v) 如外资企业要求，为联众股份的资产和业务从符合外资企业要求的保险公司处购买并持有保险，保险金额和险种应符合同类公司购买的金额和种类；(vi) 如发生或可能发生与联众股份的资产、业务或收入相关的任何诉讼、仲裁或行政程序，立即通知外资企业；(vii) 为保持联众股份对其全部资产的所有权，应签署全部必要或适当的文件，采取全部必要或适当的行为，提交全部必要或适当的控告，或针对全部索赔提出必要和适当的抗辩。

Beijing Ourgame agrees and covenants to the WFOE that Beijing Ourgame shall, and the Shareholders shall cause Beijing Ourgame to, i) accept suggestions raised by the WFOE over the employee engagement and replacement, daily operation, dividend distribution and financial management systems of Beijing Ourgame, and Beijing Ourgame shall strictly abide by and perform accordingly; ii) maintain Beijing Ourgame's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs; iii) operate all of Beijing Ourgame's businesses during the ordinary course of business to maintain the asset value of Beijing Ourgame and refrain from any action/omission that may adversely affect Beijing Ourgame's operating status and asset value; iv) provide the WFOE with information on Beijing Ourgame's business operations and financial condition at WFOE's request; v) if requested by the WFOE, procure and maintain insurance in respect of Beijing Ourgame's assets and business from an insurance carrier acceptable to the WFOE, at an amount and type of coverage typical for companies that operate similar businesses; vi) immediately notify the WFOE of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Beijing Ourgame's assets, business or revenue; and vii) execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims so as to maintain the ownership by Beijing Ourgame of all of its assets.

- 2.2 股东应仅指派由外资企业指定的人员作为联众股份的董事，具体程序按相关法律、法规和公司章程规定进行。联众股份应促成外资企业指定的人员担任联众股份的总经理、首席财务官和其他高级管理职务。

The Shareholders shall only appoint persons designated by the WFOE to be the directors of Beijing Ourgame in accordance with the procedures required by laws, regulations and relevant articles of association. Beijing Ourgame shall cause the persons designated by the WFOE to be the general manager, chief financial officer and other senior management members of Beijing Ourgame.

- 2.3 若外资企业指定的上述董事或高管人员辞职，或应外资企业的要求被辞退，股东、联众股份应根据外资企业的要求将该名人员从联众股份辞退，且应指派外资企业指定的其他人选继任该职位。

If any of the above directors or senior management members designated by the WFOE resigns from the relevant position or is dismissed at the request of the WFOE, the Shareholders or Beijing Ourgame, as the case may be, shall dismiss such person from Beijing Ourgame upon the WFOE's request, and shall appoint any other person designated by the WFOE to hold such position.

- 2.4 联众股份及其股东在此连带向外资企业承诺并与其约定，在根据联众股份相关的内部审批政策签署任何重大合同之前，联众股份应获得外资企业的相应批准。

Beijing Ourgame together with its Shareholders hereby jointly and severally covenant to and agree with the WFOE that Beijing Ourgame shall seek appropriate approval from the WFOE prior to entering into any material contract in accordance with relevant internal approval policy of Beijing Ourgame.

3. 其他安排

Other Arrangements

鉴于(i)外资企业及其关联方已通过服务协议与联众股份建立了业务关系，且(ii)联众股份进行的日常业务活动，将对联众股份向外资企业或其关联方支付服务费用的能力产生重大影响，股东同意，除非外资企业要求：

Given (i) that the business relationship between the WFOE (together with its affiliates) and Beijing Ourgame has been established through the Service Agreement and (ii) that the daily business activities of Beijing Ourgame will have a material impact on Beijing Ourgame's ability to pay the payables to the WFOE or its affiliates, the Shareholders agree that, unless required by the WFOE:

- (a) 不得提出或投票赞成任何股东决议、或以其他方式要求联众股份向其任何股东分配任何利润、资金、资产或财物；及

They shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request Beijing Ourgame to, distribute any profits, funds, assets or property to the Shareholders of Beijing Ourgame; and

- (b) 不得提出或投票赞成任何股东决议、或以其他方式要求联众股份就股东所持的股份分派任何股息或进行其他方式的分配; 但若联众股份向股东进行股息分配或以其他方式进行分配, 股东应于分配发生时立即且无条件向外资企业支付或转让其作为联众股份的股东从联众股份获得的任何股息或其他分配, 并应在未经外资企业事先书面同意便向股东派发股息或进行其他分配的情况下承担该等股息与分配转让或支付给外资企业所产生的一切税费 (包括外资企业被征收的税费)。

They shall not put forward, or vote in favor of, any shareholder resolution to, or otherwise request Beijing Ourgame to, issue any dividends or other distributions with respect to the shares of Beijing Ourgame held by the Shareholders; provided, however, if any dividends or other distributions are distributed to the Shareholders by Beijing Ourgame, the Shareholders shall immediately and unconditionally pay or transfer to the WFOE any and all dividends or other distributions in whatsoever form obtained from Beijing Ourgame as shareholders of Beijing Ourgame at the time such distributions arise, and the Shareholders shall bear any and all taxes and fees with respect to such transfer of dividends and distributions to the WFOE (including the taxes and fees imposed on the WFOE) in the event such dividends or distributions are paid to the Shareholders without the WFOE's prior written consent.

4. 转让

Assignments

未获外资企业的事先书面同意, 股东和联众股份不得向任何第三方转让其各自在本协议项下的权利和义务。股东和联众股份在此共同同意, 外资企业可以其完全自主判断自行转让其在本协议下的权利和义务, 且仅需向联众股份和股东发出书面通知。

The Shareholders and Beijing Ourgame shall not assign their respective rights and obligations under this Agreement to any third party without the prior written consent of the WFOE. The Shareholders and Beijing Ourgame hereby jointly agree that the WFOE may assign its rights and obligations under this Agreement as the WFOE may decide at its sole discretion and such transfer shall only be subject to a written notice sent to Beijing Ourgame and the Shareholders.

本协议规定的权利和义务对各方的受让人、继承人、配偶、监护人、债权人或者任何其他有权对联众股份之股份主张权利或者利益的其他人具有法定约束力, 且无论该等权利和义务的转让是由接管、重组、继承、转让、死亡、丧失行为能力、破产、离婚或其他原因导致。

Rights and obligations under this Agreement shall be legally binding upon any assignees, successors, spouse, guardians and creditors of the Parties hereof or any other person that may be entitled to assume rights and interests in the shares of Beijing Ourgame, no matter such assignment of obligations and rights is caused by takeover, restructuring, succession, assignment, death, incapacity, bankruptcy, divorce or any other reason.

5. 完整协议和协议修改

Entire Agreement and Amendment to Agreement

- 5.1 本协议及本协议中明确提及或包含的全部约定和/或文件构成关于本协议标的事项的完整协议，并取代各方此前就本协议标的事项达成的所有口头约定、合同、谅解和交流。

This Agreement and all agreements and/or documents mentioned or included explicitly by this Agreement constitute the complete agreement with respect to the subject matter of this Agreement and shall supersede any and all prior oral agreements, contracts, understandings and communications made by the Parties with respect to the subject matter of this Agreement.

- 5.2 对本协议的任何修改应以书面方式作出，并仅在本协议各方签字后方生效。由各方正式签署的修改协议或补充协议构成本协议的组成部分，与本协议具有同等法律效力。

Any modification of this Agreement shall be made in a written form and shall only become effective upon execution by all Parties of this Agreement. Modifications and supplements to this Agreement duly executed by the Parties shall be parts of this Agreement and shall have the same legal effect as this Agreement.

6. 管辖法律

Governing Law

本协议受中国法律管辖且据其进行解释。

This Agreement shall be construed in accordance with and governed by the laws of China.

7. 争议解决

Dispute Resolution

因本协议产生或与本协议相关的任何争议或主张应由各方通过友好协商的方式解决。如果各方未能解决争议，应将争议提交到北京仲裁委员会，由北京仲裁委员会按照申请仲裁时该委员会有效的仲裁规则仲裁解决。仲裁地为北京。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对联众股份之股份或土地资产的救济措施和针对联众股份的清算令。仲裁裁决具终局性且对各方都有约束力。

Any dispute or claim arising out of or in connection with or relating to this Agreement shall be resolved by the Parties in good faith through negotiations. In case no resolution can be reached by the Parties, such dispute shall be submitted to the Beijing Arbitration Commission for arbitration in accordance with its rules of arbitration in effect at the time of applying for such arbitration and the place of arbitration shall be in Beijing. The arbitral tribunal or the arbitrators shall have the authority to award any remedy or relief in accordance with the terms of this Agreement and applicable PRC laws, including provisional and permanent injunctive relief (such as injunctive relief with respect to the conduct of business or to compel the transfer of assets), specific performance of any obligation created hereunder, remedies over

the shares or land assets of Beijing Ourgame and winding up orders against Beijing Ourgame. The arbitral award shall be final and binding upon all Parties.

在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和联众股份主要资产所在地的法院均应被视为具有管辖权。

To the extent permitted under applicable PRC laws, each of the Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction in support of the arbitration when formation of the arbitral tribunal is pending or under appropriate circumstances. For this purpose, the Parties agree that, to the extent not against applicable laws, the courts of Hong Kong, the courts of the Cayman Islands, the courts of PRC and the courts of the places where the principal assets of Beijing Ourgame are located, shall all be deemed to have jurisdiction.

8. 损害和赔偿

Indemnities and Remedies

- 8.1 如一方违反本协议，则该方应就违反本协议而给另一方造成的损失、损害、责任、被索赔损失等（“损失”）依照另一方的要求立即予以赔偿，但如果另一方遭受的损失系由于该另一方或该另一方的董事、管理人员、雇员或者代理自身的故意行为不当、违反法律、违约行为、重大过失等原因造成的，则违约方无需对另一方予以赔偿。

Either Party shall forthwith on demand indemnify the other Party against any claim, loss, liability or damage (“Loss”) which such Party shall incur as a consequence of any breach by the other Party of this Agreement provided that neither Party shall be liable to indemnify the other Party for any Loss to the extent that such Loss arises from the willful misconduct, breach of applicable law, regulation or contractual obligation or from the material negligence of the other Party or its directors, officers, employees, or agents.

- 8.2 各方同意本协议终止或失效时，本条仍然有效。

The Parties agree that this section shall remain survive the termination or expiration of this Agreement.

9. 生效日和期限

Effective Date and Term

- 9.1 本协议应于文首所载日期签署并生效。

This Agreement shall be signed and take effect as of the date first set forth above.

- 9.2 本协议在联众股份存续期间持续有效，除非根据第10条规定终止。

This Agreement shall remain effective as long as Beijing Ourgame exists unless terminated as provided in Section 10.

10. 终止

Termination

- 10.1 股东和联众股份均不得终止本协议。本协议在以下任何情况下终止，1) 外资企业可随时于提前三十(30)天的书面通知联众股份和股东后终止本协议；2) 根据《独家购股权协议》，股东持有的联众股份之股份已全部转让给外资企业和/或外资企业指定的第三方。

Neither of the Shareholders and Beijing Ourgame shall have the right to terminate this Agreement. This Agreement shall be terminated i) by the WFOE at any time with thirty (30) days advance written notice to Beijing Ourgame and the Shareholders; or ii) upon the transfer of all the shares held by the Shareholders to the WFOE and/or a third party designated by the WFOE pursuant to the Exclusive Option Agreement.

11. 通知

Notices

- 11.1 任何一方按本协议规定发出的通知或其他通信应以英文或中文书写，并可以专人递送、挂号邮寄、邮资预付邮寄、或受承认的专递服务或发送传真的形式发送到有关各方不时指定的收件地址。通知被视为实际送达的日期，应按如下方式确定：(a) 专人递送的通知，专人递送当日即视为已实际送达；(b) 用信函发出的通知，则在邮资付讫的航空挂号信寄出日（依邮戳为准）后的第十（10）天，即视为已实际送达，或在送交专递服务公司后的第四天，即视为已实际送达；以及(c) 用传真发送的通知，在有关文件的传送确认单上所显示的接收时间，即视为已实际送达。

Notices or other communications required to be given by any party pursuant to this Agreement shall be written in English and Chinese and delivered personally or sent by registered mail or postage prepaid mail or by a recognized courier service or by facsimile transmission to the address of each relevant party as specified by such party from time to time. The date when a notice is deemed to be duly served shall be determined as follows: (a) a notice delivered personally is deemed duly served upon delivery; (b) a notice sent by mail is deemed duly served on the tenth (10th) day after the date when the postage prepaid registered airmail is posted (as evidenced by the postmark), or on the fourth (4th) day after the date when the notice is delivered to an internationally-recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon receipt as evidenced by the time shown in the transmission confirmation for the relevant documents.

12. 可分割性

Severability

如果本协议项下的任何条款因与有关法律不一致而无效或不可执行，则该条款仅在有关法律的管辖范围之内被视为无效或不可执行，并且本协议其他条款的有效性、合法性和可强制执行性不受其影响。

If any provision of this Agreement is judged to be invalid or unenforceable because it is inconsistent with applicable laws, such invalidity or unenforceability shall be only with respect to such laws, and the validity, legality and enforceability of the other provisions hereof shall not be affected.

13. 文本

Counterparts

本协议由协议各方签署八份正本，外资企业、股东和联众股份各执一份，所有正本具有同等法律效力。本协议可以一份或多份副本形式签署。

This Agreement shall be executed in eight originals by all Parties, with each of the WFOE, the Shareholders, and Beijing Ourgame holding one original. All originals shall have the same legal effect. The Agreement may be executed in one or more counterparts.

14. 语言

Languages

本协议英文和中文文本具有同等法律效力。若英文和中文文本有不一致，以中文为准。

Both English and Chinese language versions of this Agreement shall have equal validity. In case of any discrepancy between the English version and the Chinese version, the Chinese version shall prevail.

[后附签字页 *Signature Pages Follow*]

有鉴于此，各方于文首所述日期正式签署本协议。

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date appearing at the head hereof.

北京联众家园网络科技有限责任公司

Beijing Lianzhong Garden Network Technology Co., Ltd.

授权代表:

Authorized Representative



签字/Signature: _____

盖章: (公章)

Seal: (Seal)

北京联众互动网络股份有限公司

Beijing Lianzhong Co., Ltd.

授权代表

Authorized Representative



签字/Signature: _____

盖章: (公章)

Seal: (Seal)

刘江

Jiang Liu

签字/Signature: _____

张荣明

Rongming Zhang

签字/Signature: _____

申东日

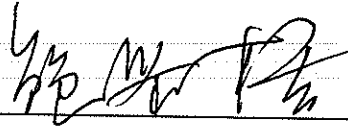
Dongri Shen

签字/Signature: _____

鲍岳桥

Yueqiao Bao

签字/Signature:



龙奇

Qi Long

签字/Signature:



乌兰

Lan Wu

签字/Signature:



SCHEDULE 1

附件 1

Shareholders

股东

序号 No.	姓名 Name	证件类型/证件号码 ID / No.
1.	刘江 / Jiang Liu	36011119680203****
2.	张荣明 / Rongming Zhang	11010819620714****
3.	申东日 / Dongri Shen	23230219721029****
4.	鲍岳桥 / Yueqiao Bao	33010619670404****
5.	龙奇 / Qi Long	43010419771108****
6.	乌兰 / Lan Wu	21071119691112****