

**经修订和重述的独家业务合作协议**  
**Amended and Restated Exclusive Business Cooperation Agreement**

本经修订和重述的独家业务合作协议（下称“本协议”）由以下双方于2022年1月19日在中华人民共和国（下称“中国”）杭州市签署。

This amended and restated Exclusive Business Cooperation Agreement (this “Agreement”) is made and entered into by and between the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”).

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司）  
地址： 杭州市西湖区浙商财富中心3号楼701室  
Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly known as Hangzhou Aixiangji Technology Co., Ltd.)  
Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

乙方： 杭州涂鸦科技有限公司  
地址： 杭州市西湖区三墩镇华策中心1号楼602室  
Party B: Hangzhou Tuya Technology Co., Ltd.  
Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

鉴于：

Whereas,

1. 各方是日期为2014年12月23日的独家业务合作协议的签署方（下称“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经双方签署书面协议。双方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经签署的具体协议效力不受本次修订和重述影响，与本协议约定不一致的，以本协议约定为准。

The Parties are the parties who entered into the Exclusive Business Cooperation Agreement (hereinafter referred to as the “Original Agreement”) dated December 23, 2014. The Original Agreement provided that, the parties should agree in written before any amendment, modifications or supplement was made to the Original Agreement. The Parties intend to enter into this Agreement to amend, restate and replace all the rights and obligations under the Original Agreement with the rights and obligations provided in this Agreement, while any specific agreement signed under the Original Agreement shall remain

effective regardless of this amendment and restatement, and on the occasion of any difference, this Agreement may prevail.

2. 甲方是一家在中国成立的外商独资企业，拥有提供技术和咨询服务的必要资源；

Party A is a wholly foreign owned enterprise established in China, and has the necessary resources to provide technical and consulting services;

3. 乙方是一家在中国成立的内资公司，经中国有关政府部门依法批准可以从事的业务为：基础软件服务，应用软件开发；计算机及软件的技术开发、技术咨询、技术服务、技术转让、技术培训；设计、制作、代理、广告（除网络广告）；销售：计算机、软件及辅助设备、电子产品（除电子出版物）；增值电信业务：计算机软硬件及辅助设备，电子产品、通讯产品（除专控），智能设备，家用电器，家居用品，网络设备，灯具，安防产品，环保设备，数码产品，传感器，园艺工具，医疗器械（限二类）。乙方现时及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

Party B is a company established in China with exclusively domestic capital and is permitted by relevant PRC government authorities to engage in the following business: basic software service, application software service; technology development, consulting, service, transfer and training of computer and software; advertisement design, production, agency and publication (excluding web advertisement); sale of computer, software and ancillary equipments and electronic devices (excluding electronic publication); value-added telecommunication business: software and hardware of computers and its ancillary equipment, electronic products, communication products (excluding those under special government control), smart devices, household appliances, houseware, network equipment, lamps, security products, environmental protection equipment, digital products, sensors, gardening tools, medical devices (Class II only). The businesses conducted by Party B currently and any time during the term of this Agreement are collectively referred to as the "Principal Business";

4. 甲方同意利用其技术、人员和信息优势，在本协议期间向乙方提供有关主营业务的独家技术支持、咨询和其他服务，乙方同意接受甲方或其指定方按本协议条款的规定提供的各种服务。

Party A is willing to provide Party B with technical support, consulting services and other services on exclusive basis in relation to the Principal Business during the term of this Agreement, utilizing its advantages in technology, human resources, and information, and Party B is willing to accept such services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. **服务提供**

## Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议期间作为乙方的独家服务提供者向乙方提供全面的技术支持、咨询服务和其他服务，包括但不限于以下内容：

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with comprehensive technical support, consulting services and other services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, including but not limited to the follows:

- (1) 许可乙方使用甲方拥有合法权利的相关软件；  
Licensing Party B to use any software legally owned by Party A;
- (2) 乙方业务所需的相关应用软件的开发、维护与更新；  
Development, maintenance and update of software involved in Party B's business;
- (3) 计算机网络系统、硬件设备及数据库的设计、安装和日常管理、维护、更新；  
Design, installation, daily management, maintenance and updating of network system, hardware and database design;
- (4) 乙方相关人员的技术支持和专业培训；  
Technical support and training for employees of Party B;
- (5) 协助乙方进行有关的技术和市场信息的咨询、收集与调研（中国法律禁止外商独资企业从事的市场调查除外）；  
Assisting Party B in consultancy, collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are prohibited from conducting under PRC law);
- (6) 为乙方提供企业管理咨询；  
Providing business management consultation for Party B;
- (7) 为乙方提供市场营销和推广服务；  
Providing marketing and promotion services for Party B;
- (8) 为乙方提供客户订单管理和客户服务  
Providing customer order management and customer services for Party B;
- (9) 设备、资产出租；和  
Leasing of equipments or properties; and
- (10) 在中国法律允许的情况下，其他应乙方要求而不时提供的其他相关服务。  
Other services requested by Party B from time to time to the extent permitted under PRC law.

双方理解，甲方实际提供的服务受限于甲方经核准的经营围；如乙方要求甲方提供的服务超出甲方经核准的经营围，

甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。此外，在符合中国法律的前提下，甲方有权自行决定暂停或终止向乙方提供上述全部或部分服务，且无需承担任何法律责任。

Both Parties understand that the service offered by Party A is limited to the scope of business approved; if Party B demands any service from Party A beyond the scope of business approved, Party A will apply for a larger scope of business to the maximum extent permitted by laws and provide the relevant service after a larger scope of business is approved. In addition, Party A is entitled to suspend or terminate all or part of the service mentioned above to Party B without assuming any legal responsibility if it's in compliance with PRC laws.

- 1.2 乙方接受甲方提供的服务。乙方进一步同意，除非经甲方事先书面同意，在本协议期间，就本协议约定的服务或其他事宜，乙方不得直接或间接地从任何第三方获得任何与本协议相同或类似的服务，并不得与任何第三方就本协议所述事项建立任何类似的合作关系。双方同意，甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.3 条描述的某些协议）为乙方提供本协议约定的服务。

Party B agrees to accept all the services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not directly or indirectly accept the same or any similar services provided by any third party and shall not establish similar corporation relationship with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.3 with Party B, to provide Party B with the services under this Agreement.

### 1.3 服务的提供方式和财务支持

#### Service Providing Methodology and Finance Support

- 1.3.1 甲、乙双方同意在本协议有效期内，视情况而定，乙方可以与甲方或甲方指定的其他方进一步签订服务协议，对各项服务的具体内容、方式、人员、收费等进行约定。

Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into further service agreements with Party A or any other party designated by Party A, which shall provide the specific contents, manner, personnel, and fees for the specific services.

- 1.3.2 为更好地履行本协议，甲乙双方同意，视情况而定，乙方在本协议有效期内将与甲方或甲方指定的其他方根据业务进展需要随时签署设备、资产的租用协议，由甲方将有关的设备、资产提供给乙方使用。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into equipment or property leases with Party A or any other party designated by Party A which shall permit Party B to use Party A's relevant equipment or property based on the needs of the business of Party B.

- 1.3.3 乙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，向乙方购买任何部分或全部资产和业务，作价为中国法律允许的最低价格。届时双方将另行签订资产或业务转让合同，对该资产转让的条款和条件进行约定。

Party B hereby grants to Party A an irrevocable and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under PRC law, at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets or business transfer agreement, specifying the terms and conditions of the transfer of the assets.

- 1.3.4 为确保乙方符合日常经营中的现金流要求和/或抵消其经营过程中产生的任何损失，甲方应视实际情况而定向乙方提供财务支持（但仅在中国法律允许的范围内并将以中国法律允许的方式提供）。甲方可以采用银行委托贷款或其他合适的借款方式向乙方提供财务支持，并另行签订必要的协议。

To ensure that Party B meets the requirement of cash flow in daily operation and/or to offset any losses incurred in the process of its operation, Party A shall, depending on the actual situation, provide Party B with financial support (only to the extent and in a manner permitted by PRC laws). Party A may provide Party B with financial support by way of bank entrusted loans or other appropriate loans, and enter into separate agreements where necessary.

## 2. 服务的价格和支付方式

### **The Calculation and Payment of the Service Fees**

- 2.1 在本协议有效期内，乙方应向甲方支付的费用应按如下方式计算：

The fees payable by Party B to Party A during the term of this Agreement shall be calculated as follows:

- 2.1.1 就甲方向乙方提供的服务，乙方应定期向甲方支付服务费。每一期的服务费由管理费和服务提供费组成，上述费用总金额相当于乙方的总收入扣除成本费用和税费（不包括企业所得税）以及按照法律法规要求预留或提取的其他费用后的余额，单项管理费或服务提

供费具体金额由甲方根据以下因素确定：

Party B shall pay service fee to Party A on regular basis. The service fee for each installment shall consist of management fee and fee for services provided, the aggregate amount of which equals to the balances of the total income deducting cost and taxes (excluding enterprise income tax) as well as other fees reserved or withdrawn according to the requirements of laws and regulations, and single management fee and fee for services provided shall be determined by Party A after considering:

- (1) 服务的复杂程度及难度；  
Complexity and difficulty of the services provided by Party A;
- (2) 甲方雇员的职位和提供该等服务所需的时间；  
Title of and time consumed by employees of Party A providing the services;
- (3) 服务的具体内容和商业价值；  
Contents and value of the services provided by Party A;
- (4) 相同种类服务的市场参考价格；  
Market price of the same type of services;
- (5) 乙方的经营情况。  
Operation conditions of the Party B.

2.1.2 如果甲方向乙方转让技术或者受乙方委托进行软件或其他技术开发或者向乙方出租设备、资产，则技术转让费、委托开发费用或租金应由双方根据实际情况确定。

If Party A transfers technology to Party B or develops software or other technology as entrusted by Party B or leases equipments or properties to Party B, the technology transfer price, development fees or rent shall be determined by the Parties based on the actual situations.

2.1.3 甲方有权按期（具体期间由甲方自行决定）汇总服务费，并定期向乙方发送服务费帐单，通知乙方。乙方在接到该等通知后十日内将该等服务费付至甲方指定的银行帐户。乙方应在款项汇出后将汇出凭证复印件在十日内传真或邮寄至甲方。

Party A has the right to summarize the service fee on schedule (the specific period shall be determined by Party A at its own discretion), and send the service fee bill to Party B on a regular basis and notify Party B. Party B shall pay the service fee to the bank account designated by Party A within ten days after receiving such notice. Party B shall fax or mail the copy of the

remittance voucher to Party A within ten days after the remittance.

### 3. 知识产权和保密条款

#### Intellectual Property Rights and Confidentiality Clauses

3.1 甲方对履行本协议而产生或创造的任何和所有知识产权（包括但不限于著作权、专利权、专利申请权、软件、技术秘密、商业机密及其他）均享有独占的和排他的所有权、权利和利益。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。

Party A shall have exclusive and proprietary ownership, rights and interests in any and all intellectual properties arising out of or created during the performance of this Agreement, including but not limited to copyrights, patents, patent applications, software, technical secrets, trade secrets and others. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion for the purposes of vesting any ownership, right or interest of any such intellectual property rights in Party A, and/or perfecting the protections for any such intellectual property rights in Party A.

3.2 若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。

If the development is carried out by Party A based on the intellectual property rights of Party B, Party B must ensure that there are no defects in the intellectual property rights, otherwise Party B shall assume the losses caused to Party A. If Party A hereby assumes the liability for compensation to any third party, after making such compensation, Party A has the right to recover all its losses from Party B.

3.3 双方承认及确认有关本协议、本协议内容以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三方披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c) 由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股

东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

#### 4. 陈述和保证

##### **Representations and Warranties**

##### 4.1 甲方陈述、保证和承诺如下：

Party A hereby represents, warrants and covenants as follows:

4.1.1 甲方是按照中国法律合法成立并有效存续的外商独资企业；甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照。

Party A is a wholly foreign owned enterprise legally established and validly existing in accordance with the laws of China; Party A or the service providers designated by Party A will obtain all government permits and licenses for providing the service under this Agreement before providing such services.

4.1.2 甲方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；甲方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and

approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party A's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.1.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义务。

Without violating the laws of China, this Agreement constitutes Party A's legal, valid and binding obligations, enforceable against it in accordance with its terms.

- 4.2 乙方陈述、保证和承诺如下：

Party B hereby represents, warrants and covenants as follows:

- 4.2.1 乙方是按照中国法律合法成立且有效存续的公司，乙方获得并将维持从事主营业务所需的全部政府许可、证照，在甲方为有效履行其在本协议下的职责和义务而必需从事的一切事务中，协助甲方、向甲方提供充分合作及积极配合甲方提供的服务，接受甲方就乙方业务提出的合理的意见和建议，按照本协议的约定及时足额向甲方支付服务费。

Party B is a company legally established and validly existing in accordance with the laws of China and has obtained and will maintain all permits and licenses for engaging in the Principal Business. In all matters that Party A must engage in to effectively perform its duties and obligations under this Agreement, Party B shall assist and provide Party A with full cooperation and actively cooperate with the services provided by Party A, accept Party A's reasonable opinions and suggestions on Party B's business, and pay the service fees to Party A in full and in time according to the provisions of this Agreement.

- 4.2.2 乙方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；乙方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.2.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义

务。

Without violating the laws of China, this Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.

## 5. 协议期限

### Term of Agreement

- 5.1 本协议自双方正式签署之日起生效；除非本协议明确约定或甲方书面决定终止本协议，本协议永久有效。

This Agreement shall become effective upon execution by the Parties. Unless terminated in accordance with the provisions of this Agreement or terminated in writing by Party A, this Agreement shall remain effective.

- 5.2 如果在本协议有效期内，任何一方的经营期限届满，则该方应及时续展其经营期限，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准或同意，则本协议于该方经营期限届满之时终止。

During the term of this Agreement, each Party shall renew its operation term prior to the expiration thereof so as to enable this Agreement to remain effective. This Agreement shall be terminated upon the expiration of the operation term of a Party if the application for renewal of its operation term is not approved by relevant government authorities.

- 5.3 在本协议终止之后，双方在第 3、6、7 条和本第 5.3 条下的权利和义务将继续有效。

The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

## 6. 适用法律和争议解决

### Governing Law and Resolution of Disputes

- 6.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决适用中国的法律。

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

- 6.2 因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对双方均有约束力。受限于中国法律

的规定，仲裁员可就乙方的股权或土地等资产实施限制和/或作出处置（如以其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行乙方的清算。双方同意，受限於中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、乙方注册成立地以及甲方关联上市公司或乙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on both Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party B's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party B through arbitration. Both Parties agree that subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party B, and the place where the principal assets of listed company associated with Party A or Party B are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 7. 违约责任和补偿

### **Breach of Agreement and Indemnification**

- 7.1 若乙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方给予损害赔偿；本第 7.1 条不应妨碍甲方在本协议下的任何其他权利。

If Party B conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B to indemnify all damages; this Section 7.1 shall not prejudice any other rights of Party A herein.

- 7.2 除非法律另有规定，乙方在任何情况均无权利终止或解除本协议。

Unless otherwise required by applicable laws, Party B shall not have any right to terminate this Agreement in any event.

- 7.3 就甲方根据本协议向乙方提供的服务所产生或引起的针对甲方的诉讼、请求或其他要求而招致的任何损失、损害、责任或费用都应由乙方补偿给甲方，以使甲方不受任何损害，除非该损失、损害、责任或费用是因甲方的重大过失或故意不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the services provided by Party A to Party B pursuant this Agreement, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

## 8. 不可抗力

### **Force Majeure**

- 8.1 若由于地震、台风、洪水、火灾、流行病、战争、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（“不可抗力”），而直接致使本协议任何一方不能履行或不能完全履行本协议时，则受上述不可抗力影响的一方不对此不履行或部份履行承担责任。但该受影响方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五天内向另外一方提供不可抗力事件的详情，解释其此种不能履行、部份不能履行或需要迟延履行原因。

In the case of any force majeure events (“Force Majeure”) such as earthquake, typhoon, flood, fire, flu, war, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, which directly or indirectly causes the failure of either Party to perform or completely perform this Agreement, then the Party affected by such Force Majeure shall give the other Party written notices without any delay, and shall provide details of such event within 15 days after sending out such notice, explaining the reasons for such failure of, partial or delay of performance.

- 8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当证明，其不得免于未能履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

If such Party claiming Force Majeure fails to notify the other Party and furnish it with proof pursuant to the above provision, such Party shall not be excused from the non-performance of its obligations hereunder. The Party so affected by the event of Force Majeure shall use reasonable efforts to minimize the consequences of such Force Majeure and to promptly resume performance hereunder whenever the causes of such excuse are cured. Should the Party so affected by the event of Force Majeure fail to resume performance hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.

- 8.3 不可抗力发生时，双方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

In the event of Force Majeure, the Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.

## 9. 通知

### Notices

- 9.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 9.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of receipt or refusal at the address specified for notices.

9.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

乙方： 杭州涂鸦科技有限公司

Party B: Hangzhou Tuya Technology Co., Ltd.

地址： 杭州市西湖区三墩镇华策中心1号楼602室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

9.3 任何一方可按本条规定随时给另一方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

## 10. 协议的转让

### Assignment

10.1 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 乙方在此同意，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party and in case of such assignment, Party A is only required to give written notice to Party B and does not need any consent from Party B for such assignment.

- 10.3 本协议项下的权利义务对协议双方的权利义务受让人、继承人（无论该等权利义务受让是由收购、重组、继承、转让或其他原因导致）具有法律约束力。

The rights and obligations under this Agreement shall be legally binding on the assignee and successor of the rights and obligations of the Parties to the Agreement (regardless of whether the transfer of such rights and obligations is caused by acquisition, reorganization, inheritance, assignment or other reasons).

## 11. 协议的分割性

### **Severability**

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 12. 协议的修改、补充

### **Amendments and Supplements**

双方可以书面协议方式对本协议作出修改和补充。经过双方签署的有关本协议的修改协议和补充协议是本协议组成部分，具有与本协议同等的法律效力。在合理可行且不违反中国法律的情况下，本协议双方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement. To the extent that it is reasonably practicable and not in violation of the laws

of China, the Parties hereto shall modify this Agreement in relation to the laws and regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

13. 语言和副本

**Language and Counterparts**

本协议以中文和英文书就，一式二份，甲乙双方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English language in two copies, each Party having one copy. The Chinese version and English version shall have equal legal validity.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaoan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

乙方： 杭州涂鸦科技有限公司  
Party B: Hangzhou Tuya Technology Co., Ltd.

签字：   
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative

**第二次经修订和重述的独家购买权协议**  
**Second Amended and Restated Exclusive Option Agreement**

本第二次经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Second Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 王学集，一位中国公民，其身份证号码：330329198208082511；及

**Party B:** Xueji WANG, a Chinese citizen with Identification No.: 330329198208082511; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：

Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 60.69% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 60.69% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议、2019 年 8 月 23 日的经修订和重述的独家购买权协议的签署方（以下统称“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 and Amended and Restated Exclusive Option Agreement dated as of August 23, 2019 (collectively referred to as the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖 Sale and Purchase of Equity Interest

### 1.1 授予权利 Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

### 1.2 行使步骤 Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从事业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会和/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会和/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；

Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;

- 3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；

Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

- 3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；

Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

- 3.7 丙方遵守适用于资产的收购的所有法律和法规；和

Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

- 3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。

There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### 4. 有效期

##### **Effective Date and Term**

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### 5. 适用法律与争议解决

##### **Governing Law and Dispute Resolution**

##### 5.1 适用法律

###### Governing Law

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 王学集

**Party B:** Xueji WANG

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

**Party C:** Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。

Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本第二次经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Second Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

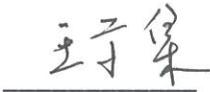
签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本第二次经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Second Amended and Restated Exclusive Option Agreement as of the date first above written.

乙方： 王学集  
Party B: Xueji WANG

签字：   
By: \_\_\_\_\_  
姓名： 王学集

有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本第二次经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Second Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方: 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字:   
By:   
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative

**经修订和重述的独家购买权协议**  
**Amended and Restated Exclusive Option Agreement**

本经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 陈燎罕，一位中国公民，其身份证号码：330621198211048053 ； 及

**Party B:** Liaohan CHEN, a Chinese citizen with Identification No.: 330621198211048053; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：

Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 13.10% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 13.10% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议的签署方（“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 (the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖 Sale and Purchase of Equity Interest

### 1.1 授予权利 Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

### 1.2 行使步骤 Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从事业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会和/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会和/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；  
Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;

3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；  
Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；  
Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

3.7 丙方遵守适用于资产的收购的所有法律和法规；和  
Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。  
There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### **4. 有效期** **Effective Date and Term**

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### **5. 适用法律与争议解决** **Governing Law and Dispute Resolution**

##### **5.1 适用法律** **Governing Law**

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 陈燎罕

**Party B:** Liaohan CHEN

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

**Party C:** Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。  
Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方: 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

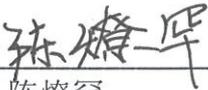
签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

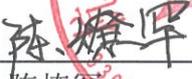
乙方: 陈燎罕  
Party B: Liaohan CHEN

签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕

有鉴于此,各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效,以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方: 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字:  
By:   
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



**经修订和重述的独家购买权协议**  
**Amended and Restated Exclusive Option Agreement**

本经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 周瑞鑫，一位中国公民，其身份证号码：331004198302200614；及

**Party B:** Ruixin ZHOU, a Chinese citizen with Identification No.: 331004198302200614; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：

Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 9.83% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 9.83% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议的签署方（“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 (the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖 Sale and Purchase of Equity Interest

### 1.1 授予权利 Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

### 1.2 行使步骤 Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会 and/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会 and/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；  
Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;

3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；  
Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；  
Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

3.7 丙方遵守适用于资产的收购的所有法律和法规；和  
Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。  
There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### 4. 有效期

##### **Effective Date and Term**

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### 5. 适用法律与争议解决

##### **Governing Law and Dispute Resolution**

##### 5.1 适用法律

###### Governing Law

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如以其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 周瑞鑫

**Party B:** Ruixin ZHOU

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

**Party C:** Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。

Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方: 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

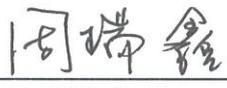
签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

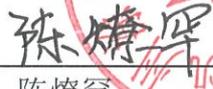
乙方： 周瑞鑫  
Party B: Ruixin ZHOU

签字：   
By: \_\_\_\_\_  
姓名： 周瑞鑫

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方： 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字：   
By: \_\_\_\_\_  
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



**经修订和重述的独家购买权协议**  
**Amended and Restated Exclusive Option Agreement**

本经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 林耀纳，一位中国公民，其身份证号码：330327198303300959；及

**Party B:** Yaona LIN, a Chinese citizen with Identification No.: 330327198303300959; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：

Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 11.47% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 11.47% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议的签署方（“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 (the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖 Sale and Purchase of Equity Interest

### 1.1 授予权利 Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

### 1.2 行使步骤 Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从事业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并在不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会 and/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会 and/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；  
Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;

3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；  
Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；  
Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

3.7 丙方遵守适用于资产的收购的所有法律和法规；和  
Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。  
There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### **4. 有效期** **Effective Date and Term**

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### **5. 适用法律与争议解决** **Governing Law and Dispute Resolution**

##### **5.1 适用法律** **Governing Law**

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如以其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 林耀纳

**Party B:** Yaona LIN

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

**Party C:** Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。

Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

乙方: 林耀纳  
Party B: Yaona LIN

签字: 林耀纳  
By: 林耀纳  
姓名: 林耀纳

有鉴于此,各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效,以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方: 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



**经修订和重述的独家购买权协议**  
**Amended and Restated Exclusive Option Agreement**

本经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 陈沛泓，一位中国公民，其身份证号码：450502198203040310；及

**Party B:** Peihong CHEN, a Chinese citizen with Identification No.: 450502198203040310; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：

Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 4.91% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 4.91% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议的签署方（“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 (the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖

### Sale and Purchase of Equity Interest

#### 1.1 授予权利

##### Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

#### 1.2 行使步骤

##### Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 条项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从事业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并在不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会 and/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会 and/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；  
Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;
- 3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；  
Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;
- 3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；  
Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.
- 3.7 丙方遵守适用于资产的收购的所有法律和法规；和  
Party C has complied with all laws and regulations of China applicable to asset acquisitions; and
- 3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。  
There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### 4. 有效期

##### **Effective Date and Term**

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### 5. 适用法律与争议解决

##### **Governing Law and Dispute Resolution**

##### 5.1 适用法律

##### Governing Law

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 陈沛泓

**Party B:** Peihong CHEN

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

**Party C:** Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。

Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的規定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

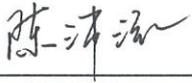
签字：  
By: 陈燎罕  
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

乙方： 陈沛泓  
Party B: Peihong CHEN

签字：   
By: \_\_\_\_\_  
姓名： 陈沛泓

有鉴于此,各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效,以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方: 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



**第二次经修订和重述的股权质押协议**  
**Second Amended and Restated Equity Interest Pledge Agreement**

本第二次经修订和重述的股权质押协议（下称“本协议”）由下列各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Second Amended and Restated Equity Interest Pledge Agreement (this “Agreement”) has been executed by and among the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司，下称“质权人”），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd., hereinafter “Pledgee”), a wholly foreign owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

乙方： 王学集（下称“出质人”），一位中国公民，其身份证号码：330329198208082511；及

Party B: Xueji WANG (hereinafter “Pledgor”), a Chinese citizen with Chinese Identification No.: 330329198208082511; and

丙方： 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市西湖区三墩镇华策中心 1 号楼 602 室。

Party C: Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou.

在本协议中，质权人、出质人和丙方以下各称“一方”，合称“各方”。

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

**鉴于：**

**Whereas:**

1. 各方是日期为 2014 年 12 月 23 日的股权质押协议、2019 年 8 月 23 日的经修订和重述的股权质押协议的签署方（以下统称“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经办理且仍然有效的股权质押出质登记不受本次修订和重述影响，其继续有效，各方无需重新办理登记。

The Parties are parties who entered into the Equity Interest Pledge Agreement dated as of December 23, 2014 and Amended and Restated Equity Interest Pledge

Agreement dated as of August 23, 2019 (collectively referred to as the “Original Agreement”). The Original Agreement provided that any amendments, modifications and supplements to the Original Agreement shall require the execution of a written agreement by the Parties. The Parties intend to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under in the Original Agreement with the rights and obligations provided in this Agreement. The registration of equity pledge under the Original Agreement which has been completed and remains valid is not subject to the amendment and restatement and continue to be valid. No re-registration is required for the Parties.

2. 出质人是中国公民，在本协议签署日，持有丙方 60.69%的股权。丙方是一家在中国浙江省杭州市注册成立的有限责任公司。丙方有意在此确认出质人和质权人在本协议下的权利和义务并提供必要的协助登记该质权；  
Pledgor is a citizen of China who as of the date hereof holds 60.69% of equity interests of Party C. Party C is a limited liability company registered in Hangzhou, Zhejiang, China. Party C acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and intends to provide any necessary assistance in registering the Pledge;
3. 质权人是一家在中国注册的外商独资企业。质权人与出质人所部分拥有的丙方签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权协议（定义如下）；出质人签署了授权质权人的授权委托书（定义如下）。  
Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and Party C which is partially owned by Pledgor have executed an Exclusive Business Cooperation Agreement (as defined below); Party C, Pledgee and Pledgor have executed an Exclusive Option Agreement (as defined below); Pledgor has executed a Power of Attorney (as defined below) in favor of Pledgee.
4. 为了保证丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务做出质押担保。  
To ensure that Party C and Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in Party C as security for Party C’s and Pledgor’s obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney.
5. 为了履行交易文件的条款，各方商定按照以下条款签订本协议。  
To perform the provisions of the Transaction Documents (as defined below), the Parties have mutually agreed to execute this Agreement upon the following terms.

## 1. 定义

### Definitions

除非本协议另有规定，下列词语含义为：

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

- 1.1 质权：指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所享有的，以出质人质押给质权人的质押股权折价或拍卖、变卖该质押股权的价款优先受偿的权利。  
Pledge: shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest.
- 1.2 质押股权：指出质人现在持有的丙方 60.69%的股权，以及其将来持有的在丙方的全部股权权益。  
Equity Interest: shall refer to 60.69% equity interests in Party C currently held by Pledgor, and all of the equity interest hereafter acquired by Pledgor in Party C.
- 1.3 质押期限：指本协议第 3 条规定的期间。  
Term of Pledge: shall refer to the term set forth in Section 3 of this Agreement.
- 1.4 交易文件：指丙方与质权人于 2014 年 12 月 23 日签订的的独家业务合作协议以及其任何修改、修订和/或重述（“独家业务合作协议”）；出质人、丙方与质权人于 2014 年 12 月 23 日签订的独家购买权协议以及其任何修改、修订和/或重述（“独家购买权协议”）；和出质人于 2014 年 12 月 23 日签署的授权委托书以及其任何修改、修订和/或重述（“授权委托书”）。  
Transaction Documents: shall refer to the Exclusive Business Cooperation Agreement executed by and between Party C and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Business Cooperation Agreement”), the Exclusive Option Agreement executed by and among Pledgor, Party C, and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Option Agreement”), Power of Attorney executed on December 23, 2014 by Pledgor and any modifications, amendments and/or restatements thereto (the “Power of Attorney”).
- 1.5 合同义务：指出质人在独家购买权协议、授权委托书和本协议项下所负的所有义务；丙方在独家业务合作协议、独家购买权协议和本协议项下所负的所有义务。  
Contract Obligations: shall refer to all the obligations of Pledgor under the Exclusive Option Agreement, the Power of Attorney and this Agreement; all the obligations of Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.
- 1.6 担保债务：指质权人因出质人和/或丙方的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支

付的服务费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

Secured Indebtedness: shall refer to all the direct, indirect and derivative losses and losses of anticipated profits, suffered by Pledgee, incurred as a result of any Event of Default. The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of Pledgee, the consulting and service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, all expenses occurred in connection with enforcement by Pledgee of Pledgor's and/or Party C's Contract Obligations and etc.

- 1.7 违约事件：指本协议第 7 条所列任何情况。  
Event of Default: shall refer to any of the circumstances set forth in Section 7 of this Agreement.
- 1.8 违约通知：指质权人根据本协议发出的宣布违约事件的通知。  
Notice of Default: shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

## 2. 质权 Pledge

- 2.1 出质人兹同意将质押股权按照本协议的约定出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本协议的约定将质押股权出质给质权人。  
Pledgor agrees to pledge all the Equity Interest as security for performance of the Contract Obligations and payment of the Secured Indebtedness under this Agreement. Party C hereby assents that Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.
- 2.2 在质押期限内，质权人有权收取质押股权所产生的红利或股利。在质权人事先书面同意的情况下，出质人方可就质押股权而分得股利或分红。出质人因质押股权而分得的股利或分红在扣除出质人缴纳的个人所得税后应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，将此等红利、股利无条件地赠送给质权人或质权人指定的人。  
During the term of the Pledge, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

- 2.3 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权。

Pledgor may subscribe for capital increase in Party C only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest.

- 2.4 如丙方根据中国法律的强制性规定或经甲方书面同意需予以解散或清算，出质人在丙方依法完成解散或清算程序后，从丙方依法分配的任何利益，应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，无条件地赠予质权人或质权人指定的人。

In the event that Party C is required by PRC law or upon the written consent by Party A to be liquidated or dissolved, any interest distributed to Pledgor upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designate and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

### 3. 质押期限

#### Term of Pledge

- 3.1 本质权自本协议项下的质押股权出质在相应的工商行政管理机关登记之日起生效，质权有效期持续到所有合同义务履行完毕和所有的担保债务支付完毕为止。出质人和丙方应（一）自本协议签署之日起 3 个工作日内，将本协议的质权登记在丙方股东名册上，并（二）自本协议签署之日起 30 个工作日内向相应的工商行政管理机关申请登记本协议项下的质权。各方共同确认，为办理股权质押工商登记手续，各方及丙方其他股东应将本协议或者一份按照丙方所在地工商行政管理部门要求的形式签署的、真实反映本协议项下质权信息的股权质押合同（以下简称“工商登记质押合同”）提交给工商行政管理机关，工商登记质押合同中未约定事项或与本协议约定不一致的，仍以本协议约定为准。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件并办理所有必要手续，保证质权在递交申请后尽快获得登记。

The Pledge shall become effective on such date when the pledge of the Equity Interest contemplated herein is registered with relevant administration for industry and commerce (the "AIC"). The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness have been fully paid. Pledgor and Party C shall (1) register the Pledge in the shareholders' register of Party C within 3 business days following the execution of this Agreement, and (2) submit an application to the AIC for the registration of the Pledge of the Equity Interest contemplated herein within 30 business days following the execution of this Agreement. The parties covenant that for the

purpose of registration of the Pledge, the parties hereto and all other shareholders of Party C shall submit to the AIC this Agreement or an equity interest pledge contract in the form required by the AIC at the location of Party C which shall truly reflect the information of the Pledge hereunder (the "AIC Pledge Contract"). For matters not specified in the AIC Pledge Contract or any discrepancies with this Agreement, the parties shall be bound by the provisions of this Agreement. Pledgor and Party C shall submit all necessary documents and complete all necessary procedures, as required by the PRC laws and regulations and the relevant AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.

- 3.2 质押期限内，如出质人和/或丙方未履行合同义务或支付担保债务，质权人有权但无义务按本协议的规定行使质权。

During the Term of Pledge, in the event Pledgor and/or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, Pledgee shall have the right, but not the obligation, to exercise the Pledge in accordance with the provisions of this Agreement.

#### 4. 质权凭证的保管

##### **Custody of Records for Equity Interest subject to Pledge**

- 4.1 在本协议规定的质押期限内，出质人应在本协议签订之日起一周内将记载质权的股东名册交付质权人保管。质权人将在本协议规定的全部质押期间一直保管该等文件。

During the Term of Pledge set forth in this Agreement, Pledgor shall deliver to Pledgee's custody the shareholders' register containing the Pledge within one week from the execution of this Agreement. Pledgee shall have custody of such document during the entire Term of Pledge set forth in this Agreement.

#### 5. 出质人和丙方的陈述和保证

##### **Representations and Warranties of Pledgor and Party C**

出质人和丙方特此在本协议签署之日向甲方共同及分别陈述和保证如下：

As of the execution date of this Agreement, Pledgor and Party C hereby jointly and severally represent and warrant to Pledgee that:

- 5.1 出质人是质押股权唯一的合法所有人。  
Pledgor is the sole legal and beneficial owner of the Equity Interest.
- 5.2 质权人有权以本协议规定的方式处分并转让质押股权。  
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.3 除本质权之外，出质人未在质押股权上设置任何其他质押权利或其他担保权益。

Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest.

- 5.4 出质人和丙方已经取得政府部门和第三方的同意及批准（若需）以签署，交付和履行本协议。

Pledgor and Party C have obtained any and all approvals and consents from applicable government authorities and third parties (if required) for execution, delivery and performance of this Agreement.

- 5.5 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律（本协议第 14.2 条除外）；(ii)与丙方章程或其他组织文件相抵触；(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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向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。

The execution, delivery and performance of this Agreement will not: (i) violate any relevant PRC laws (except for Section 14.2 of this Agreement); (ii) conflict with Party C's articles of association or other constitutional documents; (iii) result in any breach of or constitute any default under any contract or instrument to which it is a party or by which it is otherwise bound; (iv) result in any violation of any condition for the grant and/or maintenance of any permit or approval granted to any Party; or (v) cause any permit or approval granted to any Party to be suspended, cancelled or attached with additional conditions.

## 6. 出质人和丙方的承诺 Covenants of Pledgor and Party C

- 6.1 在本协议存续期间，出质人和丙方共同和分别向质权人承诺：

During the term of this Agreement, Pledgor and Party C hereby jointly and severally covenant to the Pledgee:

- 6.1.1 除履行交易文件外，未经质权人事先书面同意，出质人不得转让质押股权或其任何部分，不得在质押股权上设立或允许存在任何担保或其他债务负担；

Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, without the prior written consent of Pledgee, except for the performance of the Transaction Documents;

- 6.1.2 出质人和丙方遵守并执行所有有关权利质押的法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于五（5）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；

Pledgor and Party C shall comply with the provisions of all laws and regulations applicable to the pledge of rights, and within five (5) days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

- 6.1.3 出质人和丙方将任何可能导致对质押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。

Pledgor and Party C shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement.

- 6.1.4 丙方应在其经营期限届满前三（3）个月内办理完成延长经营期限的登记手续，以使本协议的效力得以持续。

Party C shall complete the registration procedures for extension of the term of operation within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.

- 6.2 出质人同意，质权人按本协议条款取得的对质权享有的权利，不应受到出质人或出质人的继承人或出质人之代理人或任何其他通过法律程序的中断或妨害，出质人的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该等继承人或代理人不会损害或妨碍本协议的履行。

Pledgor agrees that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through any legal proceedings. Any heirs or representatives of the Pledgor shall cooperate with the other Parties to this Agreement to make all necessary arrangements and sign all necessary documents, ensuring the fulfillment of this Agreement will not be harmed or prevented by these heirs or representatives.

- 6.3 出质人向质权人保证，为保护或完善本协议对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人要求的的行为，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)签署所有的有关质押股权所有

权的文件，并在合理期间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 the Contract Obligations and Secured Indebtedness, 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 Pledgee. Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural persons/legal persons). Pledgor undertakes to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 出质人向质权人保证，出质人将遵守、履行本协议项下所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。

Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Pledgor shall indemnify Pledgee for all losses resulting therefrom.

## 7. 违约事件

### Event of Breach

- 7.1 下列事项均被视为违约事件：

The following circumstances shall be deemed Event of Default:

- 7.1.1 出质人对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；

Pledgor's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;

- 7.1.2 丙方对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；

Party C's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;

- 7.1.3 乙方或丙方在交易文件及/或本协议项下任何一项或多项义务被视为不合法或无效交易。

Any or various obligation(s) of Party B or Party C under the Transaction Documents and/or this Agreement is/are treated as illegal or void transaction.

7.2 如知道或发现本第 7.1 条所述的任何事项或可能导致上述事项的事件已经发生，出质人和丙方应立即以书面形式通知质权人。

Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgor and Party C shall immediately notify Pledgee in writing accordingly.

7.3 除非第 7.1 条下的违约事件在质权人向出质人和/或丙方发出要求其修补此违约行为通知后的二十（20）天之内已经按质权人要求获得救济，质权人在其后的任何时间，可向出质人发出书面违约通知，要求依据第 8 条行使质权。

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee and /or Party C delivers a notice to the Pledgor requesting ratification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor in writing at any time thereafter, demanding the Pledgor to immediately exercise the Pledge in accordance with the provisions of Section 8 of this Agreement.

## 8. 质权的行使 Exercise of Pledge

8.1 在质人行使其质押权利时，质权人应向出质人发出书面违约通知。  
Pledgee shall issue a written Notice of Default to Pledgor when it exercises the Pledge.

8.2 受限于第 7.3 条的规定，质权人可在按第 8.1 条发出违约通知之后的任何时间里对质权行使处分的权利。质权人决定行使处分质权的权利时，出质人即不再拥有任何与质押股权有关的权利和利益。

Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.

8.3 质权人有权在根据第 8.1 条发出违约通知后，行使其根据中国法律、交易文件及本协议条款而享有的全部违约救济权利，包括但不限于以质押股权折价或以拍卖、变卖质押股权所得的价款以优先受偿。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

After Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.

- 8.4 质权人行使质权获得的款项，应优先支付因处分质押股权而应缴的税费和向质权人履行合同义务及偿还担保债务。扣除上述款项后如有余款，质权人应将余款交还出质人或根据有关法律、法规对该款项享有权利的其他人或者向出质人所在地公证机关提存，由此所生之任何费用全部由出质人承担；在中国法律允许的情况下，出质人应将上述款项无条件地赠予质权人或质权人指定的人。

The proceeds from exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and to perform Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance shall be returned to Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expense incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.

- 8.5 质权人有权选择同时或先后行使其享有的任何违约救济，质权人在行使本协议项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest under this Agreement, without exercising any other remedy measure first.

- 8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor or Party C shall not raise any objection to such exercise.

- 8.7 质权人依照本协议处分质权时，出质人和丙方应予以必要的协助，以使质权人实现其质权。

When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and Party C shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

## 9. 违约责任

### Breach of Agreement

- 9.1 若出质人或丙方实质性违反本协议项下所作的任何一项约定，质权人有权终止本协议和/或要求出质人或丙方给予损害赔偿；本第 9 条不应妨碍质权人在本协议下的任何其他权利；

If Pledgor or Party C conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or Party C to indemnify all damages; this Section 9 shall not prejudice any other rights of Pledgee herein;

- 9.2 除非法律另有规定，出质人或丙方在任何情况均无任何权利终止或解除本协议。  
Pledgor or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by applicable laws.

## 10. 转让 Assignment

- 10.1 除非经质权人事先同意，出质人和丙方无权赠予或转让其在本协议项下的权利义务。  
Without Pledgee's prior written consent, Pledgor and Party C shall not have the right to assign or delegate their rights and obligations under this Agreement.
- 10.2 本协议对出质人及其继任人和经许可的受让人均有约束力，并且对质权人及每一继任人和受让人有效。  
This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and assigns.
- 10.3 质权人可以在任何时候将其在交易文件和本协议中的所有或任何权利和义务转让给其指定的人，在这种情况下，受让人应享有和承担交易文件和本协议项下质权人享有和承担的权利和义务，如同其作为原协议方应享有和承担的一样。  
At any time, Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assigns shall have the rights and obligations of Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.
- 10.4 因转让所导致的质权人变更后，应质权人要求，出质人和/或丙方应与新的质权人签订一份内容与本协议一致的新质押协议，并在相应的工商行政管理机关进行登记。  
In the event of change of Pledgee due to assignment, Pledgor and/or Party C shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the relevant AIC.
- 10.5 出质人和丙方应严格遵守本协议和各方单独或共同签署的其他有关协议的规定，包括交易文件，履行交易文件项下的义务，并不进行任何足以影响

协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对质押股权还留存的权利。

Pledgor and Party C shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

## 11. 终止

### Termination

- 11.1 在出质人和丙方充分、完全地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的要求，在尽早合理可行的时间内，解除本协议下的质押股权的质押，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。质权人确认，一旦中国法律及监管政策允许质权人可以持有丙方的股权并且丙方可以继续合法从事其业务，或者质权人可以合法地从事丙方的业务，质权人将尽快行使独家购买权协议项下的股权购买权或其第 1.5 条项下资产购买权，以使质权人直接经营丙方业务或直接持有丙方的股权，未免疑义，此项确认系质权人为满足甲方控股股东上市地监管机构之要求而作出，出质人和丙方不得就此向质权人提出任何主张和权利，另外在此情形下，各方应采取合理措施配合终止交易文件。

Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by Pledgor and Party C, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of Party C and with relevant PRC local administration for industry and commerce. Pledgee acknowledges that, once Pledgee can hold Party C's equity interest directly and Party C can continue to undertake its business legally or Pledgee can undertake Party C's business legally pursuant to the PRC laws and regulatory policy, Pledgee will exercise the Equity Purchase Option under the Exclusive Option Agreement or the Asset Purchase Option in Section 1.5 thereof as soon as possible, so that Pledgee can operate Party C's business directly or hold Party C's equity directly. For the avoidance of doubt, this acknowledgement is made by Pledgee to meet the requirements of the regulatory authorities in the place where the controlling shareholder of Party A is listed, and Pledgor and Party C shall not assert any claims and rights against Pledgee thereupon. In addition, in this case, the Parties shall adopt reasonable measures to assist with the termination of the Transaction Documents.

- 11.2 本协议第 9、13、14 条和本第 11.2 条的规定在本协议终止后继续有效。  
The provisions under Sections 9, 13, 14 and 11.2 herein of this Agreement shall survive the expiration or termination of this Agreement.

**12. 手续费及其他费用**  
**Handling Fees and Other Expenses**

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由丙方承担。

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by Party C.

**13. 保密责任**  
**Confidentiality**

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

**14. 适用法律和争议的解决**  
**Governing Law and Resolution of Disputes**

14.1 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。

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

14.2 因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions and/or dispose of Party's C equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party C through arbitration. Parties agree that subject to the provisions of the laws of China, pending the formation of arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C, and the place where the principal assets of listed company associated with Party A or Party C are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

14.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 15. 通知 Notices

15.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

15.2 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在发送或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

15.3 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

15.4 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方：杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址：杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人：陈燎罕

Attn: Liaohan CHEN

乙方：王学集

Party B: Xueji WANG

地址：杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方：杭州涂鸦科技有限公司

Party C: Hangzhou Tuya Technology Co., Ltd.

地址：杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人：陈燎罕

Attn: Liaohan CHEN

- 15.5 任何一方可按本条规定随时给其他各方发出通知来改变其接收通知的地址。  
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

## 16. 分割性 Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Contract are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Contract shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 17. 附件 Attachments

本协议所列附件，为本协议不可分割的组成部分。

The attachments set forth herein shall be an integral part of this Agreement.

## 18. 生效

## Effectiveness

- 18.1 本协议自各方正式签署之日起生效。  
This Agreement shall become effective upon execution by the Parties.
- 18.2 本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章并按规定办理政府登记（如需）后生效。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。  
Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon completion of the governmental filing procedures (if applicable) after the affixation of the signatures or seals of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

## 19. 语言和副本

### Language and Counterparts

本协议以中文和英文书就，一式四份，质权人、出质人和丙方各持一份，剩余一份用于登记。中英文版本具有同等效力。

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and Party C shall hold one copy respectively and the other copy shall be used for registration. The Chinese version and English version shall have equal legal validity.

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有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本第二次经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Second Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

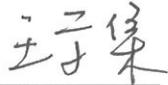
签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本第二次经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Second Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

乙方： 王学集  
Party B: Xueji WANG

签字：   
By: \_\_\_\_\_  
姓名： 王学集

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本第二次经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Second Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

丙方： 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



附件:

**Attachments:**

1. 丙方股东名册  
Shareholders' Register of Party C
2. 独家业务合作协议  
Exclusive Business Cooperation Agreement
3. 独家购买权协议  
Exclusive Option Agreement
4. 授权委托书  
Power of Attorney

## 杭州涂鸦科技有限公司股东名册

股东名称	认缴出资额 (万元)	实缴出资额 (万元)	出资比例 (%)
王学集	606.90	9.891	60.69
陈燎罕	131.00	0.00	13.10
林耀纳	114.70	0.00	11.47
周瑞鑫	98.30	0.00	9.83
陈沛泓	49.10	0.00	4.91
<b>合计</b>	<b>1,000.00</b>	<b>9.891</b>	<b>100.00</b>

杭州涂鸦科技有限公司(盖章)



**经修订和重述的独家业务合作协议**  
**Amended and Restated Exclusive Business Cooperation Agreement**

本经修订和重述的独家业务合作协议（下称“本协议”）由以下双方于2022年1月19日在中华人民共和国（下称“中国”）杭州市签署。

This amended and restated Exclusive Business Cooperation Agreement (this “Agreement”) is made and entered into by and between the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”).

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司）  
地址： 杭州市西湖区浙商财富中心3号楼701室  
Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly known as Hangzhou Aixiangji Technology Co., Ltd.)  
Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

乙方： 杭州涂鸦科技有限公司  
地址： 杭州市西湖区三墩镇华策中心1号楼602室  
Party B: Hangzhou Tuya Technology Co., Ltd.  
Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

鉴于：

Whereas,

1. 各方是日期为2014年12月23日的独家业务合作协议的签署方（下称“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经双方签署书面协议。双方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经签署的具体协议效力不受本次修订和重述影响，与本协议约定不一致的，以本协议约定为准。

The Parties are the parties who entered into the Exclusive Business Cooperation Agreement (hereinafter referred to as the “Original Agreement”) dated December 23, 2014. The Original Agreement provided that, the parties should agree in written before any amendment, modifications or supplement was made to the Original Agreement. The Parties intend to enter into this Agreement to amend, restate and replace all the rights and obligations under the Original Agreement with the rights and obligations provided in this Agreement, while any specific agreement signed under the Original Agreement shall remain

effective regardless of this amendment and restatement, and on the occasion of any difference, this Agreement may prevail.

2. 甲方是一家在中国成立的外商独资企业，拥有提供技术和咨询服务的必要资源；

Party A is a wholly foreign owned enterprise established in China, and has the necessary resources to provide technical and consulting services;

3. 乙方是一家在中国成立的内资公司，经中国有关政府部门依法批准可以从事的业务为：基础软件服务，应用软件开发；计算机及软件的技术开发、技术咨询、技术服务、技术转让、技术培训；设计、制作、代理、广告（除网络广告）；销售：计算机、软件及辅助设备、电子产品（除电子出版物）；增值电信业务：计算机软硬件及辅助设备，电子产品、通讯产品（除专控），智能设备，家用电器，家居用品，网络设备，灯具，安防产品，环保设备，数码产品，传感器，园艺工具，医疗器械（限二类）。乙方现时及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

Party B is a company established in China with exclusively domestic capital and is permitted by relevant PRC government authorities to engage in the following business: basic software service, application software service; technology development, consulting, service, transfer and training of computer and software; advertisement design, production, agency and publication (excluding web advertisement); sale of computer, software and ancillary equipments and electronic devices (excluding electronic publication); value-added telecommunication business: software and hardware of computers and its ancillary equipment, electronic products, communication products (excluding those under special government control), smart devices, household appliances, houseware, network equipment, lamps, security products, environmental protection equipment, digital products, sensors, gardening tools, medical devices (Class II only). The businesses conducted by Party B currently and any time during the term of this Agreement are collectively referred to as the "Principal Business";

4. 甲方同意利用其技术、人员和信息优势，在本协议期间向乙方提供有关主营业务的独家技术支持、咨询和其他服务，乙方同意接受甲方或其指定方按本协议条款的规定提供的各种服务。

Party A is willing to provide Party B with technical support, consulting services and other services on exclusive basis in relation to the Principal Business during the term of this Agreement, utilizing its advantages in technology, human resources, and information, and Party B is willing to accept such services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. **服务提供**

## Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议期间作为乙方的独家服务提供者向乙方提供全面的技术支持、咨询服务和其他服务，包括但不限于以下内容：

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with comprehensive technical support, consulting services and other services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, including but not limited to the follows:

- (1) 许可乙方使用甲方拥有合法权利的相关软件；  
Licensing Party B to use any software legally owned by Party A;
- (2) 乙方业务所需的相关应用软件的开发、维护与更新；  
Development, maintenance and update of software involved in Party B's business;
- (3) 计算机网络系统、硬件设备及数据库的设计、安装和日常管理、维护、更新；  
Design, installation, daily management, maintenance and updating of network system, hardware and database design;
- (4) 乙方相关人员的技术支持和专业培训；  
Technical support and training for employees of Party B;
- (5) 协助乙方进行有关的技术和市场信息的咨询、收集与调研（中国法律禁止外商独资企业从事的市场调查除外）；  
Assisting Party B in consultancy, collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are prohibited from conducting under PRC law);
- (6) 为乙方提供企业管理咨询；  
Providing business management consultation for Party B;
- (7) 为乙方提供市场营销和推广服务；  
Providing marketing and promotion services for Party B;
- (8) 为乙方提供客户订单管理和客户服务  
Providing customer order management and customer services for Party B;
- (9) 设备、资产出租；和  
Leasing of equipments or properties; and
- (10) 在中国法律允许的情况下，其他应乙方要求而不时提供的其他相关服务。  
Other services requested by Party B from time to time to the extent permitted under PRC law.

双方理解，甲方实际提供的服务受限于甲方经核准的经营围；如乙方要求甲方提供的服务超出甲方经核准的经营围，

甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。此外，在符合中国法律的前提下，甲方有权自行决定暂停或终止向乙方提供上述全部或部分服务，且无需承担任何法律责任。

Both Parties understand that the service offered by Party A is limited to the scope of business approved; if Party B demands any service from Party A beyond the scope of business approved, Party A will apply for a larger scope of business to the maximum extent permitted by laws and provide the relevant service after a larger scope of business is approved. In addition, Party A is entitled to suspend or terminate all or part of the service mentioned above to Party B without assuming any legal responsibility if it's in compliance with PRC laws.

- 1.2 乙方接受甲方提供的服务。乙方进一步同意，除非经甲方事先书面同意，在本协议期间，就本协议约定的服务或其他事宜，乙方不得直接或间接地从任何第三方获得任何与本协议相同或类似的服务，并不得与任何第三方就本协议所述事项建立任何类似的合作关系。双方同意，甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.3 条描述的某些协议）为乙方提供本协议约定的服务。

Party B agrees to accept all the services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not directly or indirectly accept the same or any similar services provided by any third party and shall not establish similar corporation relationship with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.3 with Party B, to provide Party B with the services under this Agreement.

### 1.3 服务的提供方式和财务支持

#### Service Providing Methodology and Finance Support

- 1.3.1 甲、乙双方同意在本协议有效期内，视情况而定，乙方可以与甲方或甲方指定的其他方进一步签订服务协议，对各项服务的具体内容、方式、人员、收费等进行约定。

Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into further service agreements with Party A or any other party designated by Party A, which shall provide the specific contents, manner, personnel, and fees for the specific services.

- 1.3.2 为更好地履行本协议，甲乙双方同意，视情况而定，乙方在本协议有效期内将与甲方或甲方指定的其他方根据业务进展需要随时签署设备、资产的租用协议，由甲方将有关的设备、资产提供给乙方使用。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into equipment or property leases with Party A or any other party designated by Party A which shall permit Party B to use Party A's relevant equipment or property based on the needs of the business of Party B.

- 1.3.3 乙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，向乙方购买任何部分或全部资产和业务，作价为中国法律允许的最低价格。届时双方将另行签订资产或业务转让合同，对该资产转让的条款和条件进行约定。

Party B hereby grants to Party A an irrevocable and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under PRC law, at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets or business transfer agreement, specifying the terms and conditions of the transfer of the assets.

- 1.3.4 为确保乙方符合日常经营中的现金流要求和/或抵消其经营过程中产生的任何损失，甲方应视实际情况而定向乙方提供财务支持（但仅在中国法律允许的范围内并将以中国法律允许的方式提供）。甲方可以采用银行委托贷款或其他合适的借款方式向乙方提供财务支持，并另行签订必要的协议。

To ensure that Party B meets the requirement of cash flow in daily operation and/or to offset any losses incurred in the process of its operation, Party A shall, depending on the actual situation, provide Party B with financial support (only to the extent and in a manner permitted by PRC laws). Party A may provide Party B with financial support by way of bank entrusted loans or other appropriate loans, and enter into separate agreements where necessary.

## 2. 服务的价格和支付方式

### **The Calculation and Payment of the Service Fees**

- 2.1 在本协议有效期内，乙方应向甲方支付的费用应按如下方式计算：

The fees payable by Party B to Party A during the term of this Agreement shall be calculated as follows:

- 2.1.1 就甲方向乙方提供的服务，乙方应定期向甲方支付服务费。每一期的服务费由管理费和服务提供费组成，上述费用总金额相当于乙方的总收入扣除成本费用和税费（不包括企业所得税）以及按照法律法规要求预留或提取的其他费用后的余额，单项管理费或服务提

供费具体金额由甲方根据以下因素确定：

Party B shall pay service fee to Party A on regular basis. The service fee for each installment shall consist of management fee and fee for services provided, the aggregate amount of which equals to the balances of the total income deducting cost and taxes (excluding enterprise income tax) as well as other fees reserved or withdrawn according to the requirements of laws and regulations, and single management fee and fee for services provided shall be determined by Party A after considering:

- (1) 服务的复杂程度及难度；  
Complexity and difficulty of the services provided by Party A;
- (2) 甲方雇员的职位和提供该等服务所需的时间；  
Title of and time consumed by employees of Party A providing the services;
- (3) 服务的具体内容和商业价值；  
Contents and value of the services provided by Party A;
- (4) 相同种类服务的市场参考价格；  
Market price of the same type of services;
- (5) 乙方的经营情况。  
Operation conditions of the Party B.

2.1.2 如果甲方向乙方转让技术或者受乙方委托进行软件或其他技术开发或者向乙方出租设备、资产，则技术转让费、委托开发费用或租金应由双方根据实际情况确定。

If Party A transfers technology to Party B or develops software or other technology as entrusted by Party B or leases equipments or properties to Party B, the technology transfer price, development fees or rent shall be determined by the Parties based on the actual situations.

2.1.3 甲方有权按期（具体期间由甲方自行决定）汇总服务费，并定期向乙方发送服务费帐单，通知乙方。乙方在接到该等通知后十日内将该等服务费付至甲方指定的银行帐户。乙方应在款项汇出后将汇出凭证复印件在十日内传真或邮寄至甲方。

Party A has the right to summarize the service fee on schedule (the specific period shall be determined by Party A at its own discretion), and send the service fee bill to Party B on a regular basis and notify Party B. Party B shall pay the service fee to the bank account designated by Party A within ten days after receiving such notice. Party B shall fax or mail the copy of the

remittance voucher to Party A within ten days after the remittance.

### 3. 知识产权和保密条款

#### Intellectual Property Rights and Confidentiality Clauses

3.1 甲方对履行本协议而产生或创造的任何和所有知识产权（包括但不限于著作权、专利权、专利申请权、软件、技术秘密、商业机密及其他）均享有独占的和排他的所有权、权利和利益。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。

Party A shall have exclusive and proprietary ownership, rights and interests in any and all intellectual properties arising out of or created during the performance of this Agreement, including but not limited to copyrights, patents, patent applications, software, technical secrets, trade secrets and others. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion for the purposes of vesting any ownership, right or interest of any such intellectual property rights in Party A, and/or perfecting the protections for any such intellectual property rights in Party A.

3.2 若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。

If the development is carried out by Party A based on the intellectual property rights of Party B, Party B must ensure that there are no defects in the intellectual property rights, otherwise Party B shall assume the losses caused to Party A. If Party A hereby assumes the liability for compensation to any third party, after making such compensation, Party A has the right to recover all its losses from Party B.

3.3 双方承认及确认有关本协议、本协议内容以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三方披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c) 由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股

东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

#### 4. 陈述和保证

##### **Representations and Warranties**

##### 4.1 甲方陈述、保证和承诺如下：

Party A hereby represents, warrants and covenants as follows:

4.1.1 甲方是按照中国法律合法成立并有效存续的外商独资企业；甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照。

Party A is a wholly foreign owned enterprise legally established and validly existing in accordance with the laws of China; Party A or the service providers designated by Party A will obtain all government permits and licenses for providing the service under this Agreement before providing such services.

4.1.2 甲方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；甲方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and

approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party A's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

4.1.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义务。

Without violating the laws of China, this Agreement constitutes Party A's legal, valid and binding obligations, enforceable against it in accordance with its terms.

4.2 乙方陈述、保证和承诺如下：

Party B hereby represents, warrants and covenants as follows:

4.2.1 乙方是按照中国法律合法成立且有效存续的公司，乙方获得并将维持从事主营业务所需的全部政府许可、证照，在甲方为有效履行其在本协议下的职责和义务而必需从事的一切事务中，协助甲方、向甲方提供充分合作及积极配合甲方提供的服务，接受甲方就乙方业务提出的合理的意见和建议，按照本协议的约定及时足额向甲方支付服务费。

Party B is a company legally established and validly existing in accordance with the laws of China and has obtained and will maintain all permits and licenses for engaging in the Principal Business. In all matters that Party A must engage in to effectively perform its duties and obligations under this Agreement, Party B shall assist and provide Party A with full cooperation and actively cooperate with the services provided by Party A, accept Party A's reasonable opinions and suggestions on Party B's business, and pay the service fees to Party A in full and in time according to the provisions of this Agreement.

4.2.2 乙方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；乙方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

4.2.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义

务。

Without violating the laws of China, this Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.

## 5. 协议期限

### Term of Agreement

- 5.1 本协议自双方正式签署之日起生效；除非本协议明确约定或甲方书面决定终止本协议，本协议永久有效。

This Agreement shall become effective upon execution by the Parties. Unless terminated in accordance with the provisions of this Agreement or terminated in writing by Party A, this Agreement shall remain effective.

- 5.2 如果在本协议有效期内，任何一方的经营期限届满，则该方应及时续展其经营期限，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准或同意，则本协议于该方经营期限届满之时终止。

During the term of this Agreement, each Party shall renew its operation term prior to the expiration thereof so as to enable this Agreement to remain effective. This Agreement shall be terminated upon the expiration of the operation term of a Party if the application for renewal of its operation term is not approved by relevant government authorities.

- 5.3 在本协议终止之后，双方在第 3、6、7 条和本第 5.3 条下的权利和义务将继续有效。

The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

## 6. 适用法律和争议解决

### Governing Law and Resolution of Disputes

- 6.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决适用中国的法律。

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

- 6.2 因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对双方均有约束力。受限于中国法律

的规定，仲裁员可就乙方的股权或土地等资产实施限制和/或作出处置（如以其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行乙方的清算。双方同意，受限於中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、乙方注册成立地以及甲方关联上市公司或乙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on both Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party B's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party B through arbitration. Both Parties agree that subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party B, and the place where the principal assets of listed company associated with Party A or Party B are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 7. 违约责任和补偿

### **Breach of Agreement and Indemnification**

- 7.1 若乙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方给予损害赔偿；本第 7.1 条不应妨碍甲方在本协议下的任何其他权利。

If Party B conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B to indemnify all damages; this Section 7.1 shall not prejudice any other rights of Party A herein.

- 7.2 除非法律另有规定，乙方在任何情况均无权利终止或解除本协议。

Unless otherwise required by applicable laws, Party B shall not have any right to terminate this Agreement in any event.

- 7.3 就甲方根据本协议向乙方提供的服务所产生或引起的针对甲方的诉讼、请求或其他要求而招致的任何损失、损害、责任或费用都应由乙方补偿给甲方，以使甲方不受任何损害，除非该损失、损害、责任或费用是因甲方的重大过失或故意不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the services provided by Party A to Party B pursuant this Agreement, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

## 8. 不可抗力

### **Force Majeure**

- 8.1 若由于地震、台风、洪水、火灾、流行病、战争、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（“不可抗力”），而直接致使本协议任何一方不能履行或不能完全履行本协议时，则受上述不可抗力影响的一方不对此不履行或部份履行承担责任。但该受影响方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五天内向另外一方提供不可抗力事件的详情，解释其此种不能履行、部份不能履行或需要迟延履行原因。

In the case of any force majeure events (“Force Majeure”) such as earthquake, typhoon, flood, fire, flu, war, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, which directly or indirectly causes the failure of either Party to perform or completely perform this Agreement, then the Party affected by such Force Majeure shall give the other Party written notices without any delay, and shall provide details of such event within 15 days after sending out such notice, explaining the reasons for such failure of, partial or delay of performance.

- 8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当证明，其不得免于未能履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

If such Party claiming Force Majeure fails to notify the other Party and furnish it with proof pursuant to the above provision, such Party shall not be excused from the non-performance of its obligations hereunder. The Party so affected by the event of Force Majeure shall use reasonable efforts to minimize the consequences of such Force Majeure and to promptly resume performance hereunder whenever the causes of such excuse are cured. Should the Party so affected by the event of Force Majeure fail to resume performance hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.

- 8.3 不可抗力发生时，双方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

In the event of Force Majeure, the Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.

## 9. 通知

### Notices

- 9.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 9.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of receipt or refusal at the address specified for notices.

9.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

乙方： 杭州涂鸦科技有限公司

Party B: Hangzhou Tuya Technology Co., Ltd.

地址： 杭州市西湖区三墩镇华策中心1号楼602室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

9.3 任何一方可按本条规定随时给另一方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

## 10. 协议的转让

### Assignment

10.1 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 乙方在此同意，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party and in case of such assignment, Party A is only required to give written notice to Party B and does not need any consent from Party B for such assignment.

- 10.3 本协议项下的权利义务对协议双方的权利义务受让人、继承人（无论该等权利义务受让是由收购、重组、继承、转让或其他原因导致）具有法律约束力。

The rights and obligations under this Agreement shall be legally binding on the assignee and successor of the rights and obligations of the Parties to the Agreement (regardless of whether the transfer of such rights and obligations is caused by acquisition, reorganization, inheritance, assignment or other reasons).

## 11. 协议的分割性

### **Severability**

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 12. 协议的修改、补充

### **Amendments and Supplements**

双方可以书面协议方式对本协议作出修改和补充。经过双方签署的有关本协议的修改协议和补充协议是本协议组成部分，具有与本协议同等的法律效力。在合理可行且不违反中国法律的情况下，本协议双方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement. To the extent that it is reasonably practicable and not in violation of the laws

of China, the Parties hereto shall modify this Agreement in relation to the laws and regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

13. 语言和副本

**Language and Counterparts**

本协议以中文和英文书就，一式二份，甲乙双方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English language in two copies, each Party having one copy. The Chinese version and English version shall have equal legal validity.



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

乙方：杭州涂鸦科技有限公司  
Party B: Hangzhou Tuya Technology Co., Ltd.

签字：  
By:   
姓名：陈燎罕  
Name: Liaohan CHEN  
职位：法定代表人  
Title: Legal Representative



**第二次经修订和重述的独家购买权协议**  
**Second Amended and Restated Exclusive Option Agreement**

本第二次经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Second Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 王学集，一位中国公民，其身份证号码：330329198208082511；及

**Party B:** Xueji WANG, a Chinese citizen with Identification No.: 330329198208082511; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：  
Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 60.69% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 60.69% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议、2019 年 8 月 23 日的经修订和重述的独家购买权协议的签署方（以下统称“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 and Amended and Restated Exclusive Option Agreement dated as of August 23, 2019 (collectively referred to as the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖 Sale and Purchase of Equity Interest

### 1.1 授予权利 Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

### 1.2 行使步骤 Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 条项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会和/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会和/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；  
Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;

3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；  
Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；  
Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

3.7 丙方遵守适用于资产的收购的所有法律和法规；和  
Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。  
There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### **4. 有效期** **Effective Date and Term**

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### **5. 适用法律与争议解决** **Governing Law and Dispute Resolution**

##### **5.1 适用法律** **Governing Law**

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 王学集

**Party B:** Xueji WANG

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

**Party C:** Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。

Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本第二次经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Second Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

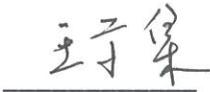
签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本第二次经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Second Amended and Restated Exclusive Option Agreement as of the date first above written.

乙方： 王学集  
Party B: Xueji WANG

签字：   
By: \_\_\_\_\_  
姓名： 王学集

有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本第二次经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Second Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方: 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字:   
By:   
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative

## 授权委托书 Power of Attorney

本人，王学集，中国公民，身份证号码为 330329198208082511，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）60.69%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Xueji WANG, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 330329198208082511, and a holder of 60.69% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的第二次经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的第二次经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Second Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Second Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日和 2019 年 8 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014 and August 23, 2019.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鉴于此，本人签署了本授权委托书并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Xueji WANG  
王学集

签署: 王学集  
By: 王学集  
日期: 2022年1月19日  
Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司

Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

陈燎罕

Liaohan CHEN

法定代表人

Legal Representative



**经修订和重述的股权质押协议**  
**Amended and Restated Equity Interest Pledge Agreement**

本经修订和重述的股权质押协议（下称“本协议”）由下列各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Equity Interest Pledge Agreement (this “Agreement”) has been executed by and among the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司，下称“质权人”），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd., hereinafter “Pledgee”), a wholly foreign owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

乙方： 陈燎罕（下称“出质人”），一位中国公民，其身份证号码：330621198211048053；及

Party B: Liaohan CHEN (hereinafter “Pledgor”), a Chinese citizen with Chinese Identification No.: 330621198211048053; and

丙方： 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市西湖区三墩镇华策中心 1 号楼 602 室。

Party C: Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou.

在本协议中，质权人、出质人和丙方以下各称“一方”，合称“各方”。

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

**鉴于：**

**Whereas:**

1. 各方是日期为 2014 年 12 月 23 日的股权质押协议的签署方（“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经办理且仍然有效的股权质押出质登记不受本次修订和重述影响，其继续有效，各方无需重新办理登记。

The Parties are parties who entered into the Equity Interest Pledge Agreement dated December 23, 2014 (the “Original Agreement”). The Original Agreement provided that any amendments, modifications and supplements to the Original Agreement shall

require the execution of a written agreement by the Parties. The Parties intend to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under in the Original Agreement with the rights and obligations provided in this Agreement. The registration of equity pledge under the Original Agreement which has been completed and remains valid is not subject to the amendment and restatement and continue to be valid. No re-registration is required for the Parties.

2. 出质人是中国公民，在本协议签署日，持有丙方 13.10%的股权。丙方是一家在中国浙江省杭州市注册成立的有限责任公司。丙方有意在此确认出质人和质权人在本协议下的权利和义务并提供必要的协助登记该质权；  
Pledgor is a citizen of China who as of the date hereof holds 13.10% of equity interests of Party C. Party C is a limited liability company registered in Hangzhou, Zhejiang, China. Party C acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and intends to provide any necessary assistance in registering the Pledge;
3. 质权人是一家在中国注册的外商独资企业。质权人与出质人所部分拥有的丙方签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权协议（定义如下）；出质人签署了授权质权人的授权委托书（定义如下）。  
Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and Party C which is partially owned by Pledgor have executed an Exclusive Business Cooperation Agreement (as defined below); Party C, Pledgee and Pledgor have executed an Exclusive Option Agreement (as defined below); Pledgor has executed a Power of Attorney (as defined below) in favor of Pledgee.
4. 为了保证丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务做出质押担保。  
To ensure that Party C and Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in Party C as security for Party C's and Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney.
5. 为了履行交易文件的条款，各方商定按照以下条款签订本协议。  
To perform the provisions of the Transaction Documents (as defined below), the Parties have mutually agreed to execute this Agreement upon the following terms.

## 1. 定义 Definitions

除非本协议另有规定，下列词语含义为：

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

- 1.1 质权：指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所

享有的，以出质人质押给质权人的质押股权折价或拍卖、变卖该质押股权的价款优先受偿的权利。

**Pledge:** shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest.

- 1.2 质押股权：指出质人现在持有的丙方 13.10%的股权，以及其将来持有的在丙方的全部股权权益。

**Equity Interest:** shall refer to 13.10% equity interests in Party C currently held by Pledgor, and all of the equity interest hereafter acquired by Pledgor in Party C.

- 1.3 质押期限：指本协议第 3 条规定的期间。

**Term of Pledge:** shall refer to the term set forth in Section 3 of this Agreement.

- 1.4 交易文件：指丙方与质权人于 2014 年 12 月 23 日签订的的独家业务合作协议以及其任何修改、修订和/或重述（“独家业务合作协议”）；出质人、丙方与质权人于 2014 年 12 月 23 日签订的独家购买权协议以及其任何修改、修订和/或重述（“独家购买权协议”）；和出质人于 2014 年 12 月 23 日签署的授权委托书以及其任何修改、修订和/或重述（“授权委托书”）。

**Transaction Documents:** shall refer to the Exclusive Business Cooperation Agreement executed by and between Party C and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Business Cooperation Agreement”), the Exclusive Option Agreement executed by and among Pledgor, Party C, and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Option Agreement”), Power of Attorney executed on December 23, 2014 by Pledgor and any modifications, amendments and/or restatements thereto (the “Power of Attorney”).

- 1.5 合同义务：指出质人在独家购买权协议、授权委托书和本协议项下所负的所有义务；丙方在独家业务合作协议、独家购买权协议和本协议项下所负的所有义务。

**Contract Obligations:** shall refer to all the obligations of Pledgor under the Exclusive Option Agreement, the Power of Attorney and this Agreement; all the obligations of Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.

- 1.6 担保债务：指质权人因出质人和/或丙方的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支付的服务费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

Secured Indebtedness: shall refer to all the direct, indirect and derivative losses and losses of anticipated profits, suffered by Pledgee, incurred as a result of any Event of Default. The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of Pledgee, the consulting and service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, all expenses occurred in connection with enforcement by Pledgee of Pledgor's and/or Party C's Contract Obligations and etc.

- 1.7 违约事件：指本协议第 7 条所列任何情况。  
Event of Default: shall refer to any of the circumstances set forth in Section 7 of this Agreement.
- 1.8 违约通知：指质权人根据本协议发出的宣布违约事件的通知。  
Notice of Default: shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

## 2. 质权 Pledge

- 2.1 出质人兹同意将质押股权按照本协议的约定出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本协议的约定将质押股权出质给质权人。  
Pledgor agrees to pledge all the Equity Interest as security for performance of the Contract Obligations and payment of the Secured Indebtedness under this Agreement. Party C hereby assents that Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.
- 2.2 在质押期限内，质权人有权收取质押股权所产生的红利或股利。在质权人事先书面同意的情况下，出质人方可就质押股权而分得股利或分红。出质人因质押股权而分得的股利或分红在扣除出质人缴纳的个人所得税后应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，将此等红利、股利无条件地赠送给质权人或质权人指定的人。  
During the term of the Pledge, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.
- 2.3 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权。

Pledgor may subscribe for capital increase in Party C only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest.

- 2.4 如丙方根据中国法律的强制性规定或经甲方书面同意需予以解散或清算，出质人在丙方依法完成解散或清算程序后，从丙方依法分配的任何利益，应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，无条件地赠予质权人或质权人指定的人。

In the event that Party C is required by PRC law or upon the written consent by Party A to be liquidated or dissolved, any interest distributed to Pledgor upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designate and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

### 3. 质押期限

#### Term of Pledge

- 3.1 本质权自本协议项下的质押股权出质在相应的工商行政管理机关登记之日起生效，质权有效期持续到所有合同义务履行完毕和所有的担保债务支付完毕为止。出质人和丙方应（一）自本协议签署之日起 3 个工作日内，将本协议的质权登记在丙方股东名册上，并（二）自本协议签署之日起 30 个工作日内向相应的工商行政管理机关申请登记本协议项下的质权。各方共同确认，为办理股权质押工商登记手续，各方及丙方其他股东应将本协议或者一份按照丙方所在地工商行政管理部门要求的形式签署的、真实反映本协议项下质权信息的股权质押合同（以下简称“工商登记质押合同”）提交给工商行政管理机关，工商登记质押合同中未约定事项或与本协议约定不一致的，仍以本协议约定为准。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件并办理所有必要手续，保证质权在递交申请后尽快获得登记。

The Pledge shall become effective on such date when the pledge of the Equity Interest contemplated herein is registered with relevant administration for industry and commerce (the "AIC"). The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness have been fully paid. Pledgor and Party C shall (1) register the Pledge in the shareholders' register of Party C within 3 business days following the execution of this Agreement, and (2) submit an application to the AIC for the registration of the Pledge of the Equity Interest contemplated herein within 30 business days following the execution of this Agreement. The parties covenant that for the purpose of registration of the Pledge, the parties hereto and all other shareholders of Party C shall submit to the AIC this Agreement or an equity interest pledge

contract in the form required by the AIC at the location of Party C which shall truly reflect the information of the Pledge hereunder (the “AIC Pledge Contract”). For matters not specified in the AIC Pledge Contract or any discrepancies with this Agreement, the parties shall be bound by the provisions of this Agreement. Pledgor and Party C shall submit all necessary documents and complete all necessary procedures, as required by the PRC laws and regulations and the relevant AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.

- 3.2 质押期限内，如出质人和/或丙方未履行合同义务或支付担保债务，质权人有权但无义务按本协议的规定行使质权。

During the Term of Pledge, in the event Pledgor and/or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, Pledgee shall have the right, but not the obligation, to exercise the Pledge in accordance with the provisions of this Agreement.

#### 4. 质权凭证的保管

##### **Custody of Records for Equity Interest subject to Pledge**

- 4.1 在本协议规定的质押期限内，出质人应在本协议签订之日起一周内将记载质权的股东名册交付质权人保管。质权人将在本协议规定的全部质押期间一直保管该等文件。

During the Term of Pledge set forth in this Agreement, Pledgor shall deliver to Pledgee's custody the shareholders' register containing the Pledge within one week from the execution of this Agreement. Pledgee shall have custody of such document during the entire Term of Pledge set forth in this Agreement.

#### 5. 出质人和丙方的陈述和保证

##### **Representations and Warranties of Pledgor and Party C**

出质人和丙方特此在本协议签署之日向甲方共同及分别陈述和保证如下：

As of the execution date of this Agreement, Pledgor and Party C hereby jointly and severally represent and warrant to Pledgee that:

- 5.1 出质人是质押股权唯一的合法所有人。  
Pledgor is the sole legal and beneficial owner of the Equity Interest.
- 5.2 质权人有权以本协议规定的方式处分并转让质押股权。  
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.3 除本质权之外，出质人未在质押股权上设置任何其他质押权利或其他担保权益。  
Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest.

- 5.4 出质人和丙方已经取得政府部门和第三方的同意及批准（若需）以签署，交付和履行本协议。

Pledgor and Party C have obtained any and all approvals and consents from applicable government authorities and third parties (if required) for execution, delivery and performance of this Agreement.

- 5.5 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律（本协议第 14.2 条除外）；(ii)与丙方章程或其他组织文件相抵触；(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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向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。

The execution, delivery and performance of this Agreement will not: (i) violate any relevant PRC laws (except for Section 14.2 of this Agreement); (ii) conflict with Party C's articles of association or other constitutional documents; (iii) result in any breach of or constitute any default under any contract or instrument to which it is a party or by which it is otherwise bound; (iv) result in any violation of any condition for the grant and/or maintenance of any permit or approval granted to any Party; or (v) cause any permit or approval granted to any Party to be suspended, cancelled or attached with additional conditions.

## 6. 出质人和丙方的承诺

### Covenants of Pledgor and Party C

- 6.1 在本协议存续期间，出质人和丙方共同和分别向质权人承诺：

During the term of this Agreement, Pledgor and Party C hereby jointly and severally covenant to the Pledgee:

- 6.1.1 除履行交易文件外，未经质权人事先书面同意，出质人不得转让质押股权或其任何部分，不得在质押股权上设立或允许存在任何担保或其他债务负担；

Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, without the prior written consent of Pledgee, except for the performance of the Transaction Documents;

- 6.1.2 出质人和丙方遵守并执行所有有关权利质押的法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于五（5）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；

Pledgor and Party C shall comply with the provisions of all laws and regulations applicable to the pledge of rights, and within five (5) days of

receipt of any notice, order or recommendation issued or prepared by relevant competent authorities regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

- 6.1.3 出质人和丙方将任何可能导致对质押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。

Pledgor and Party C shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement.

- 6.1.4 丙方应在其经营期限届满前三（3）个月内办理完成延长经营期限的登记手续，以使本协议的效力得以持续。

Party C shall complete the registration procedures for extension of the term of operation within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.

- 6.2 出质人同意，质权人按本协议条款取得的对质权享有的权利，不应受到出质人或出质人的继承人或出质人之代理人或任何其他通过法律程序的中断或妨害，出质人的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该等继承人或代理人不会损害或妨碍本协议的履行。

Pledgor agrees that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through any legal proceedings. Any heirs or representatives of the Pledgor shall cooperate with the other Parties to this Agreement to make all necessary arrangements and sign all necessary documents, ensuring the fulfillment of this Agreement will not be harmed or prevented by these heirs or representatives.

- 6.3 出质人向质权人保证，为保护或完善本协议对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人要求的的行为，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)签署所有的有关质押股权所有权的文件，并在合理期间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 the Contract Obligations and Secured Indebtedness, 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 Pledgee. Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural persons/legal persons). Pledgor undertakes to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 出质人向质权人保证，出质人将遵守、履行本协议项下所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。  
Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Pledgor shall indemnify Pledgee for all losses resulting therefrom.

## 7. 违约事件 Event of Breach

- 7.1 下列事项均被视为违约事件：  
The following circumstances shall be deemed Event of Default:
- 7.1.1 出质人对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；  
Pledgor's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;
- 7.1.2 丙方对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；  
Party C's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;
- 7.1.3 乙方或丙方在交易文件及/或本协议项下任何一项或多项义务被视为不合法或无效交易。  
Any or various obligation(s) of Party B or Party C under the Transaction Documents and/or this Agreement is/are treated as illegal or void transaction.
- 7.2 如知道或发现本第 7.1 条所述的任何事项或可能导致上述事项的事件已经发生，出质人和丙方应立即以书面形式通知质权人。

Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgor and Party C shall immediately notify Pledgee in writing accordingly.

- 7.3 除非第 7.1 条下的违约事件在质权人向出质人和/或丙方发出要求其修补此违约行为通知后的二十（20）天之内已经按质权人要求获得救济，质权人在其后的任何时间，可向出质人发出书面违约通知，要求依据第 8 条行使质权。

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee and /or Party C delivers a notice to the Pledgor requesting ratification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor in writing at any time thereafter, demanding the Pledgor to immediately exercise the Pledge in accordance with the provisions of Section 8 of this Agreement.

## 8. 质权的行使 Exercise of Pledge

- 8.1 在质人行使其质押权利时，质权人应向出质人发出书面违约通知。  
Pledgee shall issue a written Notice of Default to Pledgor when it exercises the Pledge.

- 8.2 受限于第 7.3 条的规定，质权人可在按第 8.1 条发出违约通知之后的任何时间里对质权行使处分的权利。质权人决定行使处分质权的权利时，出质人即不再拥有任何与质押股权有关的权利和利益。

Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.

- 8.3 质权人有权在根据第 8.1 条发出违约通知后，行使其根据中国法律、交易文件及本协议条款而享有的全部违约救济权利，包括但不限于以质押股权折价或以拍卖、变卖质押股权所得的价款以优先受偿。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

After Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.

- 8.4 质人行使质权获得的款项，应优先支付因处分质押股权而应缴的税费和向质权人履行合同义务及偿还担保债务。扣除上述款项后如有余款，质权

人应将余款交还出质人或根据有关法律、法规对该款项享有权利的其他人或者向出质人所在地公证机关提存，由此所生之任何费用全部由出质人承担；在中国法律允许的情况下，出质人应将上述款项无条件地赠予质权人或质权人指定的人。

The proceeds from exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and to perform Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance shall be returned to Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expense incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.

- 8.5 质权人有权选择同时或先后行使其享有的任何违约救济，质权人在行使本协议项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest under this Agreement, without exercising any other remedy measure first.

- 8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor or Party C shall not raise any objection to such exercise.

- 8.7 质权人依照本协议处分质权时，出质人和丙方应予以必要的协助，以使质权人实现其质权。

When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and Party C shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

## 9. 违约责任

### **Breach of Agreement**

- 9.1 若出质人或丙方实质性违反本协议项下所作的任何一项约定，质权人有权终止本协议和/或要求出质人或丙方给予损害赔偿；本第 9 条不应妨碍质权人在本协议下的任何其他权利；

If Pledgor or Party C conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or

Party C to indemnify all damages; this Section 9 shall not prejudice any other rights of Pledgee herein;

9.2 除非法律另有规定，出质人或丙方在任何情况均无任何权利终止或解除本协议。

Pledgor or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by applicable laws.

## 10. 转让

### Assignment

10.1 除非经质权人事先同意，出质人和丙方无权赠予或转让其在本协议项下的权利义务。

Without Pledgee's prior written consent, Pledgor and Party C shall not have the right to assign or delegate their rights and obligations under this Agreement.

10.2 本协议对出质人及其继任人和经许可的受让人均有约束力，并且对质权人及每一继任人和受让人有效。

This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and assigns.

10.3 质权人可以在任何时候将其在交易文件和本协议中的所有或任何权利和义务转让给其指定的人，在这种情况下，受让人应享有和承担交易文件和本协议项下质权人享有和承担的权利和义务，如同其作为原协议方应享有和承担的一样。

At any time, Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assigns shall have the rights and obligations of Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.

10.4 因转让所导致的质权人变更后，应质权人要求，出质人和/或丙方应与新的质权人签订一份内容与本协议一致的新质押协议，并在相应的工商行政管理机关进行登记。

In the event of change of Pledgee due to assignment, Pledgor and/or Party C shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the relevant AIC.

10.5 出质人和丙方应严格遵守本协议和各方单独或共同签署的其他有关协议的规定，包括交易文件，履行交易文件项下的义务，并不进行任何足以影响协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对质押股权还留存的权利。

Pledgor and Party C shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

## 11. 终止

### Termination

- 11.1 在出质人和丙方充分、完全地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的要求，在尽早合理可行的时间内，解除本协议下的质押股权的质押，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。质权人确认，一旦中国法律及监管政策允许质权人可以合法持有丙方的股权并且丙方可以继续合法从事其业务，或者质权人可以合法地从事丙方的业务，质权人将尽快行使独家购买权协议项下的股权购买权或其第 1.5 条项下资产购买权，以使质权人直接经营丙方业务或直接持有丙方的股权，未免疑义，此项确认系质权人为满足甲方控股股东上市地监管机构之要求而作出，出质人和丙方不得就此向质权人提出任何主张和权利，另外在此情形下，各方应采取合理措施配合终止交易文件。

Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by Pledgor and Party C, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of Party C and with relevant PRC local administration for industry and commerce. Pledgee acknowledges that, once Pledgee can hold Party C's equity interest directly and Party C can continue to undertake its business legally or Pledgee can undertake Party C's business legally pursuant to the PRC laws and regulatory policy, Pledgee will exercise the Equity Purchase Option under the Exclusive Option Agreement or the Asset Purchase Option in Section 1.5 thereof as soon as possible, so that Pledgee can operate Party C's business directly or hold Party C's equity directly. For the avoidance of doubt, this acknowledgement is made by Pledgee to meet the requirements of the regulatory authorities in the place where the controlling shareholder of Party A is listed, and Pledgor and Party C shall not assert any claims and rights against Pledgee thereupon. In addition, in this case, the Parties shall adopt reasonable measures to assist with the termination of the Transaction Documents.

- 11.2 本协议第 9、13、14 条和本第 11.2 条的规定在本协议终止后继续有效。  
The provisions under Sections 9, 13, 14 and 11.2 herein of this Agreement shall survive the expiration or termination of this Agreement.

## 12. 手续费及其他费用

## **Handling Fees and Other Expenses**

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由丙方承担。

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by Party C.

## **13. 保密责任 Confidentiality**

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## **14. 适用法律和争议的解决 Governing Law and Resolution of Disputes**

14.1 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。

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

14.2 因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions and/or dispose of Party's C equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party C through arbitration. Parties agree that subject to the provisions of the laws of China, pending the formation of arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C, and the place where the principal assets of listed company associated with Party A or Party C are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

14.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 15. 通知 Notices

15.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

15.2 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在发送或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

15.3 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

15.4 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方：杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址：杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人：陈燎罕

Attn: Liaohan CHEN

乙方： 陈燎罕

Party B: Liaohan CHEN

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

丙方： 杭州涂鸦科技有限公司

Party C: Hangzhou Tuya Technology Co., Ltd.

地址： 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

- 15.5 任何一方可按本条规定随时给其他各方发出通知来改变其接收通知的地址。  
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

## 16. 分割性 Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Contract are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Contract shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 17. 附件 Attachments

本协议所列附件，为本协议不可分割的组成部分。

The attachments set forth herein shall be an integral part of this Agreement.

## 18. 生效

## Effectiveness

- 18.1 本协议自各方正式签署之日起生效。  
This Agreement shall become effective upon execution by the Parties.
- 18.2 本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章并按规定办理政府登记（如需）后生效。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。  
Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon completion of the governmental filing procedures (if applicable) after the affixation of the signatures or seals of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

## 19. 语言和副本

### Language and Counterparts

本协议以中文和英文书就，一式四份，质权人、出质人和丙方各持一份，剩余一份用于登记。中英文版本具有同等效力。

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and Party C shall hold one copy respectively and the other copy shall be used for registration. The Chinese version and English version shall have equal legal validity.

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有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

签字：   
By: \_\_\_\_\_  
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

乙方： 陈燎罕  
Party B: Liaohan CHEN

签字：  
By: 陈燎罕  
姓名： 陈燎罕

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

丙方： 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



附件：

**Attachments:**

1. 丙方股东名册  
Shareholders' Register of Party C
2. 独家业务合作协议  
Exclusive Business Cooperation Agreement
3. 独家购买权协议  
Exclusive Option Agreement
4. 授权委托书  
Power of Attorney

## 杭州涂鸦科技有限公司股东名册

股东名称	认缴出资额（万元）	实缴出资额（万元）	出资比例（%）
王学集	606.90	9.891	60.69
陈燎罕	131.00	0.00	13.10
林耀纳	114.70	0.00	11.47
周瑞鑫	98.30	0.00	9.83
陈沛泓	49.10	0.00	4.91
<b>合计</b>	<b>1,000.00</b>	<b>9.891</b>	<b>100.00</b>

杭州涂鸦科技有限公司（盖章）



**经修订和重述的独家业务合作协议**  
**Amended and Restated Exclusive Business Cooperation Agreement**

本经修订和重述的独家业务合作协议（下称“本协议”）由以下双方于2022年1月19日在中华人民共和国（下称“中国”）杭州市签署。

This amended and restated Exclusive Business Cooperation Agreement (this “Agreement”) is made and entered into by and between the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”).

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司）

地址： 杭州市西湖区浙商财富中心3号楼701室

Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly known as Hangzhou Aixiangji Technology Co., Ltd.)

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

乙方： 杭州涂鸦科技有限公司

地址： 杭州市西湖区三墩镇华策中心1号楼602室

Party B: Hangzhou Tuya Technology Co., Ltd.

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

鉴于：

Whereas,

1. 各方是日期为2014年12月23日的独家业务合作协议的签署方（下称“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经双方签署书面协议。双方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经签署的具体协议效力不受本次修订和重述影响，与本协议约定不一致的，以本协议约定为准。

The Parties are the parties who entered into the Exclusive Business Cooperation Agreement (hereinafter referred to as the “Original Agreement”) dated December 23, 2014. The Original Agreement provided that, the parties should agree in written before any amendment, modifications or supplement was made to the Original Agreement. The Parties intend to enter into this Agreement to amend, restate and replace all the rights and obligations under the Original Agreement with the rights and obligations provided in this Agreement, while any specific agreement signed under the Original Agreement shall remain

effective regardless of this amendment and restatement, and on the occasion of any difference, this Agreement may prevail.

2. 甲方是一家在中国成立的外商独资企业，拥有提供技术和咨询服务的必要资源；

Party A is a wholly foreign owned enterprise established in China, and has the necessary resources to provide technical and consulting services;

3. 乙方是一家在中国成立的内资公司，经中国有关政府部门依法批准可以从事的业务为：基础软件服务，应用软件开发；计算机及软件的技术开发、技术咨询、技术服务、技术转让、技术培训；设计、制作、代理、广告（除网络广告）；销售：计算机、软件及辅助设备、电子产品（除电子出版物）；增值电信业务：计算机软硬件及辅助设备，电子产品、通讯产品（除专控），智能设备，家用电器，家居用品，网络设备，灯具，安防产品，环保设备，数码产品，传感器，园艺工具，医疗器械（限二类）。乙方现时及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

Party B is a company established in China with exclusively domestic capital and is permitted by relevant PRC government authorities to engage in the following business: basic software service, application software service; technology development, consulting, service, transfer and training of computer and software; advertisement design, production, agency and publication (excluding web advertisement); sale of computer, software and ancillary equipments and electronic devices (excluding electronic publication); value-added telecommunication business: software and hardware of computers and its ancillary equipment, electronic products, communication products (excluding those under special government control), smart devices, household appliances, houseware, network equipment, lamps, security products, environmental protection equipment, digital products, sensors, gardening tools, medical devices (Class II only). The businesses conducted by Party B currently and any time during the term of this Agreement are collectively referred to as the "Principal Business";

4. 甲方同意利用其技术、人员和信息优势，在本协议期间向乙方提供有关主营业务的独家技术支持、咨询和其他服务，乙方同意接受甲方或其指定方按本协议条款的规定提供的各种服务。

Party A is willing to provide Party B with technical support, consulting services and other services on exclusive basis in relation to the Principal Business during the term of this Agreement, utilizing its advantages in technology, human resources, and information, and Party B is willing to accept such services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. **服务提供**

## Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议期间作为乙方的独家服务提供者向乙方提供全面的技术支持、咨询服务和其他服务，包括但不限于以下内容：

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with comprehensive technical support, consulting services and other services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, including but not limited to the follows:

- (1) 许可乙方使用甲方拥有合法权利的相关软件；  
Licensing Party B to use any software legally owned by Party A;
- (2) 乙方业务所需的相关应用软件的开发、维护与更新；  
Development, maintenance and update of software involved in Party B's business;
- (3) 计算机网络系统、硬件设备及数据库的设计、安装和日常管理、维护、更新；  
Design, installation, daily management, maintenance and updating of network system, hardware and database design;
- (4) 乙方相关人员的技术支持和专业培训；  
Technical support and training for employees of Party B;
- (5) 协助乙方进行有关的技术和市场信息的咨询、收集与调研（中国法律禁止外商独资企业从事的市场调查除外）；  
Assisting Party B in consultancy, collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are prohibited from conducting under PRC law);
- (6) 为乙方提供企业管理咨询；  
Providing business management consultation for Party B;
- (7) 为乙方提供市场营销和推广服务；  
Providing marketing and promotion services for Party B;
- (8) 为乙方提供客户订单管理和客户服务  
Providing customer order management and customer services for Party B;
- (9) 设备、资产出租；和  
Leasing of equipments or properties; and
- (10) 在中国法律允许的情况下，其他应乙方要求而不时提供的其他相关服务。  
Other services requested by Party B from time to time to the extent permitted under PRC law.

双方理解，甲方实际提供的服务受限于甲方经核准的经营围；如乙方要求甲方提供的服务超出甲方经核准的经营围，

甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。此外，在符合中国法律的前提下，甲方有权自行决定暂停或终止向乙方提供上述全部或部分服务，且无需承担任何法律责任。

Both Parties understand that the service offered by Party A is limited to the scope of business approved; if Party B demands any service from Party A beyond the scope of business approved, Party A will apply for a larger scope of business to the maximum extent permitted by laws and provide the relevant service after a larger scope of business is approved. In addition, Party A is entitled to suspend or terminate all or part of the service mentioned above to Party B without assuming any legal responsibility if it's in compliance with PRC laws.

- 1.2 乙方接受甲方提供的服务。乙方进一步同意，除非经甲方事先书面同意，在本协议期间，就本协议约定的服务或其他事宜，乙方不得直接或间接地从任何第三方获得任何与本协议相同或类似的服务，并不得与任何第三方就本协议所述事项建立任何类似的合作关系。双方同意，甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.3 条描述的某些协议）为乙方提供本协议约定的服务。

Party B agrees to accept all the services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not directly or indirectly accept the same or any similar services provided by any third party and shall not establish similar corporation relationship with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.3 with Party B, to provide Party B with the services under this Agreement.

### 1.3 服务的提供方式和财务支持

#### Service Providing Methodology and Finance Support

- 1.3.1 甲、乙双方同意在本协议有效期内，视情况而定，乙方可以与甲方或甲方指定的其他方进一步签订服务协议，对各项服务的具体内容、方式、人员、收费等进行约定。

Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into further service agreements with Party A or any other party designated by Party A, which shall provide the specific contents, manner, personnel, and fees for the specific services.

- 1.3.2 为更好地履行本协议，甲乙双方同意，视情况而定，乙方在本协议有效期内将与甲方或甲方指定的其他方根据业务进展需要随时签署设备、资产的租用协议，由甲方将有关的设备、资产提供给乙方使用。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into equipment or property leases with Party A or any other party designated by Party A which shall permit Party B to use Party A's relevant equipment or property based on the needs of the business of Party B.

- 1.3.3 乙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，向乙方购买任何部分或全部资产和业务，作价为中国法律允许的最低价格。届时双方将另行签订资产或业务转让合同，对该资产转让的条款和条件进行约定。

Party B hereby grants to Party A an irrevocable and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under PRC law, at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets or business transfer agreement, specifying the terms and conditions of the transfer of the assets.

- 1.3.4 为确保乙方符合日常经营中的现金流要求和/或抵消其经营过程中产生的任何损失，甲方应视实际情况而定向乙方提供财务支持（但仅在中国法律允许的范围内并将以中国法律允许的方式提供）。甲方可以采用银行委托贷款或其他合适的借款方式向乙方提供财务支持，并另行签订必要的协议。

To ensure that Party B meets the requirement of cash flow in daily operation and/or to offset any losses incurred in the process of its operation, Party A shall, depending on the actual situation, provide Party B with financial support (only to the extent and in a manner permitted by PRC laws). Party A may provide Party B with financial support by way of bank entrusted loans or other appropriate loans, and enter into separate agreements where necessary.

## 2. 服务的价格和支付方式

### **The Calculation and Payment of the Service Fees**

- 2.1 在本协议有效期内，乙方应向甲方支付的费用应按如下方式计算：

The fees payable by Party B to Party A during the term of this Agreement shall be calculated as follows:

- 2.1.1 就甲方向乙方提供的服务，乙方应定期向甲方支付服务费。每一期的服务费由管理费和服务提供费组成，上述费用总金额相当于乙方的总收入扣除成本费用和税费（不包括企业所得税）以及按照法律法规要求预留或提取的其他费用后的余额，单项管理费或服务提

供费具体金额由甲方根据以下因素确定：

Party B shall pay service fee to Party A on regular basis. The service fee for each installment shall consist of management fee and fee for services provided, the aggregate amount of which equals to the balances of the total income deducting cost and taxes (excluding enterprise income tax) as well as other fees reserved or withdrawn according to the requirements of laws and regulations, and single management fee and fee for services provided shall be determined by Party A after considering:

- (1) 服务的复杂程度及难度；  
Complexity and difficulty of the services provided by Party A;
- (2) 甲方雇员的职位和提供该等服务所需的时间；  
Title of and time consumed by employees of Party A providing the services;
- (3) 服务的具体内容和商业价值；  
Contents and value of the services provided by Party A;
- (4) 相同种类服务的市场参考价格；  
Market price of the same type of services;
- (5) 乙方的经营情况。  
Operation conditions of the Party B.

2.1.2 如果甲方向乙方转让技术或者受乙方委托进行软件或其他技术开发或者向乙方出租设备、资产，则技术转让费、委托开发费用或租金应由双方根据实际情况确定。

If Party A transfers technology to Party B or develops software or other technology as entrusted by Party B or leases equipments or properties to Party B, the technology transfer price, development fees or rent shall be determined by the Parties based on the actual situations.

2.1.3 甲方有权按期（具体期间由甲方自行决定）汇总服务费，并定期向乙方发送服务费帐单，通知乙方。乙方在接到该等通知后十日内将该等服务费付至甲方指定的银行帐户。乙方应在款项汇出后将汇出凭证复印件在十日内传真或邮寄至甲方。

Party A has the right to summarize the service fee on schedule (the specific period shall be determined by Party A at its own discretion), and send the service fee bill to Party B on a regular basis and notify Party B. Party B shall pay the service fee to the bank account designated by Party A within ten days after receiving such notice. Party B shall fax or mail the copy of the

remittance voucher to Party A within ten days after the remittance.

### 3. 知识产权和保密条款

#### Intellectual Property Rights and Confidentiality Clauses

3.1 甲方对履行本协议而产生或创造的任何和所有知识产权（包括但不限于著作权、专利权、专利申请权、软件、技术秘密、商业机密及其他）均享有独占的和排他的所有权、权利和利益。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。

Party A shall have exclusive and proprietary ownership, rights and interests in any and all intellectual properties arising out of or created during the performance of this Agreement, including but not limited to copyrights, patents, patent applications, software, technical secrets, trade secrets and others. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion for the purposes of vesting any ownership, right or interest of any such intellectual property rights in Party A, and/or perfecting the protections for any such intellectual property rights in Party A.

3.2 若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。

If the development is carried out by Party A based on the intellectual property rights of Party B, Party B must ensure that there are no defects in the intellectual property rights, otherwise Party B shall assume the losses caused to Party A. If Party A hereby assumes the liability for compensation to any third party, after making such compensation, Party A has the right to recover all its losses from Party B.

3.3 双方承认及确认有关本协议、本协议内容以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三方披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c) 由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股

东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

#### 4. 陈述和保证

##### **Representations and Warranties**

##### 4.1 甲方陈述、保证和承诺如下：

Party A hereby represents, warrants and covenants as follows:

4.1.1 甲方是按照中国法律合法成立并有效存续的外商独资企业；甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照。

Party A is a wholly foreign owned enterprise legally established and validly existing in accordance with the laws of China; Party A or the service providers designated by Party A will obtain all government permits and licenses for providing the service under this Agreement before providing such services.

4.1.2 甲方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；甲方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and

approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party A's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.1.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义务。

Without violating the laws of China, this Agreement constitutes Party A's legal, valid and binding obligations, enforceable against it in accordance with its terms.

- 4.2 乙方陈述、保证和承诺如下：

Party B hereby represents, warrants and covenants as follows:

- 4.2.1 乙方是按照中国法律合法成立且有效存续的公司，乙方获得并将维持从事主营业务所需的全部政府许可、证照，在甲方为有效履行其在本协议下的职责和义务而必需从事的一切事务中，协助甲方、向甲方提供充分合作及积极配合甲方提供的服务，接受甲方就乙方业务提出的合理的意见和建议，按照本协议的约定及时足额向甲方支付服务费。

Party B is a company legally established and validly existing in accordance with the laws of China and has obtained and will maintain all permits and licenses for engaging in the Principal Business. In all matters that Party A must engage in to effectively perform its duties and obligations under this Agreement, Party B shall assist and provide Party A with full cooperation and actively cooperate with the services provided by Party A, accept Party A's reasonable opinions and suggestions on Party B's business, and pay the service fees to Party A in full and in time according to the provisions of this Agreement.

- 4.2.2 乙方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；乙方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.2.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义

务。

Without violating the laws of China, this Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.

## 5. 协议期限

### Term of Agreement

- 5.1 本协议自双方正式签署之日起生效；除非本协议明确约定或甲方书面决定终止本协议，本协议永久有效。

This Agreement shall become effective upon execution by the Parties. Unless terminated in accordance with the provisions of this Agreement or terminated in writing by Party A, this Agreement shall remain effective.

- 5.2 如果在本协议有效期内，任何一方的经营期限届满，则该方应及时续展其经营期限，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准或同意，则本协议于该方经营期限届满之时终止。

During the term of this Agreement, each Party shall renew its operation term prior to the expiration thereof so as to enable this Agreement to remain effective. This Agreement shall be terminated upon the expiration of the operation term of a Party if the application for renewal of its operation term is not approved by relevant government authorities.

- 5.3 在本协议终止之后，双方在第 3、6、7 条和本第 5.3 条下的权利和义务将继续有效。

The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

## 6. 适用法律和争议解决

### Governing Law and Resolution of Disputes

- 6.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决适用中国的法律。

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

- 6.2 因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对双方均有约束力。受限于中国法律

的规定，仲裁员可就乙方的股权或土地等资产实施限制和/或作出处置（如以其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行乙方的清算。双方同意，受限於中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、乙方注册成立地以及甲方关联上市公司或乙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on both Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party B's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party B through arbitration. Both Parties agree that subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party B, and the place where the principal assets of listed company associated with Party A or Party B are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 7. 违约责任和补偿

### **Breach of Agreement and Indemnification**

- 7.1 若乙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方给予损害赔偿；本第 7.1 条不应妨碍甲方在本协议下的任何其他权利。

If Party B conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B to indemnify all damages; this Section 7.1 shall not prejudice any other rights of Party A herein.

- 7.2 除非法律另有规定，乙方在任何情况均无权利终止或解除本协议。

Unless otherwise required by applicable laws, Party B shall not have any right to terminate this Agreement in any event.

- 7.3 就甲方根据本协议向乙方提供的服务所产生或引起的针对甲方的诉讼、请求或其他要求而招致的任何损失、损害、责任或费用都应由乙方补偿给甲方，以使甲方不受任何损害，除非该损失、损害、责任或费用是因甲方的重大过失或故意不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the services provided by Party A to Party B pursuant this Agreement, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

## 8. 不可抗力

### **Force Majeure**

- 8.1 若由于地震、台风、洪水、火灾、流行病、战争、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（“不可抗力”），而直接致使本协议任何一方不能履行或不能完全履行本协议时，则受上述不可抗力影响的一方不对此不履行或部份履行承担责任。但该受影响方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五天内向另外一方提供不可抗力事件的详情，解释其此种不能履行、部份不能履行或需要迟延履行原因。

In the case of any force majeure events (“Force Majeure”) such as earthquake, typhoon, flood, fire, flu, war, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, which directly or indirectly causes the failure of either Party to perform or completely perform this Agreement, then the Party affected by such Force Majeure shall give the other Party written notices without any delay, and shall provide details of such event within 15 days after sending out such notice, explaining the reasons for such failure of, partial or delay of performance.

- 8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当证明，其不得免于未能履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

If such Party claiming Force Majeure fails to notify the other Party and furnish it with proof pursuant to the above provision, such Party shall not be excused from the non-performance of its obligations hereunder. The Party so affected by the event of Force Majeure shall use reasonable efforts to minimize the consequences of such Force Majeure and to promptly resume performance hereunder whenever the causes of such excuse are cured. Should the Party so affected by the event of Force Majeure fail to resume performance hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.

- 8.3 不可抗力发生时，双方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

In the event of Force Majeure, the Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.

## 9. 通知

### Notices

- 9.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 9.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of receipt or refusal at the address specified for notices.

9.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

乙方： 杭州涂鸦科技有限公司

Party B: Hangzhou Tuya Technology Co., Ltd.

地址： 杭州市西湖区三墩镇华策中心1号楼602室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

9.3 任何一方可按本条规定随时给另一方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

## 10. 协议的转让

### Assignment

10.1 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 乙方在此同意，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party and in case of such assignment, Party A is only required to give written notice to Party B and does not need any consent from Party B for such assignment.

- 10.3 本协议项下的权利义务对协议双方的权利义务受让人、继承人（无论该等权利义务受让是由收购、重组、继承、转让或其他原因导致）具有法律约束力。

The rights and obligations under this Agreement shall be legally binding on the assignee and successor of the rights and obligations of the Parties to the Agreement (regardless of whether the transfer of such rights and obligations is caused by acquisition, reorganization, inheritance, assignment or other reasons).

## 11. 协议的分割性

### **Severability**

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 12. 协议的修改、补充

### **Amendments and Supplements**

双方可以书面协议方式对本协议作出修改和补充。经过双方签署的有关本协议的修改协议和补充协议是本协议组成部分，具有与本协议同等的法律效力。在合理可行且不违反中国法律的情况下，本协议双方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement. To the extent that it is reasonably practicable and not in violation of the laws

of China, the Parties hereto shall modify this Agreement in relation to the laws and regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

13. 语言和副本

**Language and Counterparts**

本协议以中文和英文书就，一式二份，甲乙双方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English language in two copies, each Party having one copy. The Chinese version and English version shall have equal legal validity.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaoan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

乙方：杭州涂鸦科技有限公司  
Party B: Hangzhou Tuya Technology Co., Ltd.

签字：  
By:   
姓名：陈燎罕  
Name: Liaohan CHEN  
职位：法定代表人  
Title: Legal Representative



**经修订和重述的独家购买权协议**  
**Amended and Restated Exclusive Option Agreement**

本经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 陈燎罕，一位中国公民，其身份证号码：330621198211048053 ； 及

**Party B:** Liaohan CHEN, a Chinese citizen with Identification No.: 330621198211048053; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：

Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 13.10% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 13.10% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议的签署方（“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 (the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖 Sale and Purchase of Equity Interest

### 1.1 授予权利 Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

### 1.2 行使步骤 Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从事业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会和/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会和/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；

Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;

- 3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；

Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

- 3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；

Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

- 3.7 丙方遵守适用于资产的收购的所有法律和法规；和

Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

- 3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。

There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### 4. 有效期

##### Effective Date and Term

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### 5. 适用法律与争议解决

##### Governing Law and Dispute Resolution

##### 5.1 适用法律

##### Governing Law

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 陈燎罕

**Party B:** Liaohan CHEN

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

Party C: Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。  
Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方: 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

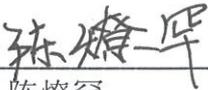
签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

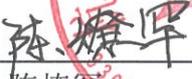
乙方: 陈燎罕  
Party B: Liaohan CHEN

签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕

有鉴于此,各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效,以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方: 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字:  
By:   
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



## 授权委托书 Power of Attorney

本人，陈燎罕，中国公民，身份证号码为 330621198211048053，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）13.10%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Liaohan CHEN, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 330621198211048053, and a holder of 13.10% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鉴于此，本人签署了本授权委托书并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Liaohan CHEN  
陈燎罕

签署: 

By: \_\_\_\_\_

日期: 2022 年 1 月 19 日

Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司  
Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

陈燎罕

Liaohan CHEN

法定代表人

Legal Representative



**经修订和重述的股权质押协议**  
**Amended and Restated Equity Interest Pledge Agreement**

本经修订和重述的股权质押协议（下称“本协议”）由下列各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Equity Interest Pledge Agreement (this “Agreement”) has been executed by and among the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司，下称“质权人”），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd., hereinafter “Pledgee”), a wholly foreign owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

乙方： 周瑞鑫（下称“出质人”），一位中国公民，其身份证号码：331004198302200614；及

Party B: Ruixin ZHOU (hereinafter “Pledgor”), a Chinese citizen with Chinese Identification No.: 331004198302200614; and

丙方： 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市西湖区三墩镇华策中心 1 号楼 602 室。

Party C: Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou.

在本协议中，质权人、出质人和丙方以下各称“一方”，合称“各方”。

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

**鉴于：**

**Whereas:**

1. 各方是日期为 2014 年 12 月 23 日的股权质押协议的签署方（“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经办理且仍然有效的股权质押出质登记不受本次修订和重述影响，其继续有效，各方无需重新办理登记。

The Parties are parties who entered into the Equity Interest Pledge Agreement dated December 23, 2014 (the “Original Agreement”). The Original Agreement provided that any amendments, modifications and supplements to the Original Agreement shall

require the execution of a written agreement by the Parties. The Parties intend to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under in the Original Agreement with the rights and obligations provided in this Agreement. The registration of equity pledge under the Original Agreement which has been completed and remains valid is not subject to the amendment and restatement and continue to be valid. No re-registration is required for the Parties.

2. 出质人是公民，在本协议签署日，持有丙方 9.83%的股权。丙方是一家在中国浙江省杭州市注册成立的有限责任公司。丙方有意在此确认出质人和质权人在本协议下的权利和义务并提供必要的协助登记该质权；  
Pledgor is a citizen of China who as of the date hereof holds 9.83% of equity interests of Party C. Party C is a limited liability company registered in Hangzhou, Zhejiang, China. Party C acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and intends to provide any necessary assistance in registering the Pledge;
3. 质权人是一家在中国注册的外商独资企业。质权人与出质人所部分拥有的丙方签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权协议（定义如下）；出质人签署了授权质权人的授权委托书（定义如下）。  
Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and Party C which is partially owned by Pledgor have executed an Exclusive Business Cooperation Agreement (as defined below); Party C, Pledgee and Pledgor have executed an Exclusive Option Agreement (as defined below); Pledgor has executed a Power of Attorney (as defined below) in favor of Pledgee.
4. 为了保证丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务做出质押担保。  
To ensure that Party C and Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in Party C as security for Party C's and Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney.
5. 为了履行交易文件的条款，各方商定按照以下条款签订本协议。  
To perform the provisions of the Transaction Documents (as defined below), the Parties have mutually agreed to execute this Agreement upon the following terms.

## 1. 定义 Definitions

除非本协议另有规定，下列词语含义为：

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

- 1.1 质权：指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所

享有的，以出质人质押给质权人的质押股权折价或拍卖、变卖该质押股权的价款优先受偿的权利。

**Pledge:** shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest.

- 1.2 质押股权：指出质人现在持有的丙方 9.83%的股权，以及其将来持有的在丙方的全部股权权益。

**Equity Interest:** shall refer to 9.83% equity interests in Party C currently held by Pledgor, and all of the equity interest hereafter acquired by Pledgor in Party C.

- 1.3 质押期限：指本协议第 3 条规定的期间。

**Term of Pledge:** shall refer to the term set forth in Section 3 of this Agreement.

- 1.4 交易文件：指丙方与质权人于 2014 年 12 月 23 日签订的的独家业务合作协议以及其任何修改、修订和/或重述（“独家业务合作协议”）；出质人、丙方与质权人于 2014 年 12 月 23 日签订的独家购买权协议以及其任何修改、修订和/或重述（“独家购买权协议”）；和出质人于 2014 年 12 月 23 日签署的授权委托书以及其任何修改、修订和/或重述（“授权委托书”）。

**Transaction Documents:** shall refer to the Exclusive Business Cooperation Agreement executed by and between Party C and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Business Cooperation Agreement”), the Exclusive Option Agreement executed by and among Pledgor, Party C, and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Option Agreement”), Power of Attorney executed on December 23, 2014 by Pledgor and any modifications, amendments and/or restatements thereto (the “Power of Attorney”).

- 1.5 合同义务：指出质人在独家购买权协议、授权委托书和本协议项下所负的所有义务；丙方在独家业务合作协议、独家购买权协议和本协议项下所负的所有义务。

**Contract Obligations:** shall refer to all the obligations of Pledgor under the Exclusive Option Agreement, the Power of Attorney and this Agreement; all the obligations of Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.

- 1.6 担保债务：指质权人因出质人和/或丙方的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支付的服务费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

Secured Indebtedness: shall refer to all the direct, indirect and derivative losses and losses of anticipated profits, suffered by Pledgee, incurred as a result of any Event of Default. The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of Pledgee, the consulting and service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, all expenses occurred in connection with enforcement by Pledgee of Pledgor's and/or Party C's Contract Obligations and etc.

- 1.7 违约事件：指本协议第 7 条所列任何情况。  
Event of Default: shall refer to any of the circumstances set forth in Section 7 of this Agreement.
- 1.8 违约通知：指质权人根据本协议发出的宣布违约事件的通知。  
Notice of Default: shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

## 2. 质权 Pledge

- 2.1 出质人兹同意将质押股权按照本协议的约定出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本协议的约定将质押股权出质给质权人。

Pledgor agrees to pledge all the Equity Interest as security for performance of the Contract Obligations and payment of the Secured Indebtedness under this Agreement. Party C hereby assents that Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.

- 2.2 在质押期限内，质权人有权收取质押股权所产生的红利或股利。在质权人事先书面同意的情况下，出质人方可就质押股权而分得股利或分红。出质人因质押股权而分得的股利或分红在扣除出质人缴纳的个人所得税后应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，将此等红利、股利无条件地赠送给质权人或质权人指定的人。

During the term of the Pledge, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

- 2.3 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权。

Pledgor may subscribe for capital increase in Party C only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest.

- 2.4 如丙方根据中国法律的强制性规定或经甲方书面同意需予以解散或清算，出质人在丙方依法完成解散或清算程序后，从丙方依法分配的任何利益，应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，无条件地赠予质权人或质权人指定的人。

In the event that Party C is required by PRC law or upon the written consent by Party A to be liquidated or dissolved, any interest distributed to Pledgor upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designate and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

### 3. 质押期限

#### **Term of Pledge**

- 3.1 本质权自本协议项下的质押股权出质在相应的工商行政管理机关登记之日起生效，质权有效期持续到所有合同义务履行完毕和所有的担保债务支付完毕为止。出质人和丙方应（一）自本协议签署之日起 3 个工作日内，将本协议的质权登记在丙方股东名册上，并（二）自本协议签署之日起 30 个工作日内向相应的工商行政管理机关申请登记本协议项下的质权。各方共同确认，为办理股权质押工商登记手续，各方及丙方其他股东应将本协议或者一份按照丙方所在地工商行政管理部门要求的形式签署的、真实反映本协议项下质权信息的股权质押合同（以下简称“工商登记质押合同”）提交给工商行政管理机关，工商登记质押合同中未约定事项或与本协议约定不一致的，仍以本协议约定为准。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件并办理所有必要手续，保证质权在递交申请后尽快获得登记。

The Pledge shall become effective on such date when the pledge of the Equity Interest contemplated herein is registered with relevant administration for industry and commerce (the “AIC”). The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness have been fully paid. Pledgor and Party C shall (1) register the Pledge in the shareholders’ register of Party C within 3 business days following the execution of this Agreement, and (2) submit an application to the AIC for the registration of the Pledge of the Equity Interest contemplated herein within 30 business days following the execution of this Agreement. The parties covenant that for the purpose of registration of the Pledge, the parties hereto and all other shareholders of Party C shall submit to the AIC this Agreement or an equity interest pledge contract in the form required by the AIC at the location of Party C which shall truly reflect the information of the Pledge hereunder (the “AIC Pledge Contract”). For matters not specified in the AIC Pledge Contract or any discrepancies with this Agreement, the parties shall be bound by the provisions of this Agreement. Pledgor and Party C shall submit all necessary documents and complete all necessary procedures, as required by the PRC laws and regulations and the relevant AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.

- 3.2 质押期限内，如出质人和/或丙方未履行合同义务或支付担保债务，质权人有权但无义务按本协议的规定行使质权。

During the Term of Pledge, in the event Pledgor and/or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, Pledgee shall have the right, but not the obligation, to exercise the Pledge in accordance with the provisions of this Agreement.

#### 4. 质权凭证的保管

##### **Custody of Records for Equity Interest subject to Pledge**

- 4.1 在本协议规定的质押期限内，出质人应在本协议签订之日起一周内将记载质权的股东名册交付质权人保管。质权人将在本协议规定的全部质押期间一直保管该等文件。

During the Term of Pledge set forth in this Agreement, Pledgor shall deliver to Pledgee's custody the shareholders' register containing the Pledge within one week from the execution of this Agreement. Pledgee shall have custody of such document during the entire Term of Pledge set forth in this Agreement.

## 5. 出质人和丙方的陈述和保证

### **Representations and Warranties of Pledgor and Party C**

出质人和丙方特此在本协议签署之日向甲方共同及分别陈述和保证如下：

As of the execution date of this Agreement, Pledgor and Party C hereby jointly and severally represent and warrant to Pledgee that:

- 5.1 出质人是质押股权唯一的合法所有人。  
Pledgor is the sole legal and beneficial owner of the Equity Interest.
- 5.2 质权人有权以本协议规定的方式处分并转让质押股权。  
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.3 除本质权之外，出质人未在质押股权上设置任何其他质押权利或其他担保权益。  
Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest.
- 5.4 出质人和丙方已经取得政府部门和第三方的同意及批准（若需）以签署，交付和履行本协议。  
Pledgor and Party C have obtained any and all approvals and consents from applicable government authorities and third parties (if required) for execution, delivery and performance of this Agreement.
- 5.5 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律（本协议第 14.2 条除外）；(ii)与丙方章程或其他组织文件相抵触；(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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向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。  
The execution, delivery and performance of this Agreement will not: (i) violate any relevant PRC laws (except for Section 14.2 of this Agreement); (ii) conflict with Party C's articles of association or other constitutional documents; (iii) result in any breach of or constitute any default under any contract or instrument to which it is a party or by which it is otherwise bound; (iv) result in any violation of any

condition for the grant and/or maintenance of any permit or approval granted to any Party; or (v) cause any permit or approval granted to any Party to be suspended, cancelled or attached with additional conditions.

## 6. 出质人和丙方的承诺

### **Covenants of Pledgor and Party C**

6.1 在本协议存续期间，出质人和丙方共同和分别向质权人承诺：

During the term of this Agreement, Pledgor and Party C hereby jointly and severally covenant to the Pledgee:

6.1.1 除履行交易文件外，未经质权人事先书面同意，出质人不得转让质押股权或其任何部分，不得在质押股权上设立或允许存在任何担保或其他债务负担；

Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, without the prior written consent of Pledgee, except for the performance of the Transaction Documents;

6.1.2 出质人和丙方遵守并执行所有有关权利质押的法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于五（5）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；

Pledgor and Party C shall comply with the provisions of all laws and regulations applicable to the pledge of rights, and within five (5) days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

6.1.3 出质人和丙方将任何可能导致对质押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。

Pledgor and Party C shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement.

6.1.4 丙方应在其经营期限届满前三（3）个月内办理完成延长经营期限的登记手续，以使本协议的效力得以持续。

Party C shall complete the registration procedures for extension of the term of operation within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.

6.2 出质人同意，质权人按本协议条款取得的对质权享有的权利，不应受到出质人或出质人的继承人或出质人之代理人或任何其他通过法律程序的中断或妨害，出质人的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该等继承人或代理人不会损害或妨碍本协议的履行。

Pledgor agrees that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through any legal proceedings. Any heirs or representatives of the Pledgor shall cooperate with the other Parties to this Agreement to make all necessary arrangements and sign all necessary documents, ensuring the fulfillment of this Agreement will not be harmed or prevented by these heirs or representatives.

6.3 出质人向质权人保证，为保护或完善本协议对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人要求的行为，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)签署所有的有关质押股权所有权的文件，并在合理期间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 the Contract Obligations and Secured Indebtedness, 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 Pledgee. Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural persons/legal persons). Pledgor undertakes to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

6.4 出质人向质权人保证，出质人将遵守、履行本协议项下所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。

Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements,

representations and conditions, Pledgor shall indemnify Pledgee for all losses resulting therefrom.

## 7. 违约事件

### Event of Breach

#### 7.1 下列事项均被视为违约事件：

The following circumstances shall be deemed Event of Default:

7.1.1 出质人对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；

Pledgor's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;

7.1.2 丙方对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；

Party C's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;

7.1.3 乙方或丙方在交易文件及/或本协议项下任何一项或多项义务被视为不合法或无效交易。

Any or various obligation(s) of Party B or Party C under the Transaction Documents and/or this Agreement is/are treated as illegal or void transaction.

#### 7.2 如知道或发现本第 7.1 条所述的任何事项或可能导致上述事项的事件已经发生，出质人和丙方应立即以书面形式通知质权人。

Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgor and Party C shall immediately notify Pledgee in writing accordingly.

#### 7.3 除非第 7.1 条下的违约事件在质权人向出质人和/或丙方发出要求其修补此违约行为通知后的二十（20）天之内已经按质权人要求获得救济，质权人在其后的任何时间，可向出质人发出书面违约通知，要求依据第 8 条行使质权。

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee and /or Party C delivers a notice to the Pledgor requesting ratification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor in writing at any time thereafter, demanding the Pledgor to immediately exercise the Pledge in accordance with the provisions of Section 8 of this Agreement.

## 8. 质权的行使

### Exercise of Pledge

- 8.1 在质权人行使其质押权利时，质权人应向出质人发出书面违约通知。  
Pledgee shall issue a written Notice of Default to Pledgor when it exercises the Pledge.
- 8.2 受限于第 7.3 条的规定，质权人可在按第 8.1 条发出违约通知之后的任何时间里对质权行使处分的权利。质权人决定行使处分质权的权利时，出质人即不再拥有任何与质押股权有关的权利和利益。  
Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.
- 8.3 质权人有权在根据第 8.1 条发出违约通知后，行使其根据中国法律、交易文件及本协议条款而享有的全部违约救济权利，包括但不限于以质押股权折价或以拍卖、变卖质押股权所得的价款以优先受偿。质权人对其合理行使该等权利和权力造成的任何损失不负责任。  
After Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.
- 8.4 质权人行使质权获得的款项，应优先支付因处分质押股权而应缴的税费和向质权人履行合同义务及偿还担保债务。扣除上述款项后如有余款，质权人应将余款交还出质人或根据有关法律、法规对该款项享有权利的其他人或者向出质人所在地公证机关提存，由此所生之任何费用全部由出质人承担；在中国法律允许的情况下，出质人应将上述款项无条件地赠予质权人或质权人指定的人。  
The proceeds from exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and to perform Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance shall be returned to Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expense incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.
- 8.5 质权人有权选择同时或先后行使其享有的任何违约救济，质权人在行使本协议项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest under this Agreement, without exercising any other remedy measure first.

- 8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor or Party C shall not raise any objection to such exercise.

- 8.7 质权人依照本协议处分质权时，出质人和丙方应予以必要的协助，以使质权人实现其质权。

When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and Party C shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

## 9. 违约责任

### Breach of Agreement

- 9.1 若出质人或丙方实质性违反本协议项下所作的任何一项约定，质权人有权终止本协议和/或要求出质人或丙方给予损害赔偿；本第 9 条不应妨碍质权人在本协议下的任何其他权利；

If Pledgor or Party C conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or Party C to indemnify all damages; this Section 9 shall not prejudice any other rights of Pledgee herein;

- 9.2 除非法律另有规定，出质人或丙方在任何情况均无任何权利终止或解除本协议。

Pledgor or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by applicable laws.

## 10. 转让

### Assignment

- 10.1 除非经质权人事先同意，出质人和丙方无权赠予或转让其在本协议项下的权利义务。

Without Pledgee's prior written consent, Pledgor and Party C shall not have the right to assign or delegate their rights and obligations under this Agreement.

- 10.2 本协议对出质人及其继任人和经许可的受让人均有约束力，并且对质权人及每一继任人和受让人有效。

This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and assigns.

- 10.3 质权人可以在任何时候将其在交易文件和本协议中的所有或任何权利和义务转让给其指定的人，在这种情况下，受让人应享有和承担交易文件和本协议项下质权人享有和承担的权利和义务，如同其作为原协议方应享有和承担的一样。

At any time, Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assigns shall have the rights and obligations of Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.

- 10.4 因转让所导致的质权人变更后，应质权人要求，出质人和/或丙方应与新的质权人签订一份内容与本协议一致的新质押协议，并在相应的工商行政管理机关进行登记。

In the event of change of Pledgee due to assignment, Pledgor and/or Party C shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the relevant AIC.

- 10.5 出质人和丙方应严格遵守本协议和各方单独或共同签署的其他有关协议的规定，包括交易文件，履行交易文件项下的义务，并不进行任何足以影响协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对质押股权还留存的权利。

Pledgor and Party C shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

## 11. 终止

### Termination

- 11.1 在出质人和丙方充分、完全地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的要求，在尽早合理可行的时间内，解除本协议下的质押股权的质押，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。质权人确认，一旦中国法律及监管政策允许质权人可以合法持有丙方的股权并且丙方可以继续合法从事其业务，或者质权人可以合法地从事丙方的业务，质权人将尽快行使独家购买权协议项下的股权购买权或其第 1.5 条项

下资产购买权，以使质权人直接经营丙方业务或直接持有丙方的股权，未免疑义，此项确认系质权人为满足甲方控股股东上市地监管机构之要求而作出，出质人和丙方不得就此向质权人提出任何主张和权利，另外在此情形下，各方应采取合理措施配合终止交易文件。

Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by Pledgor and Party C, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of Party C and with relevant PRC local administration for industry and commerce. Pledgee acknowledges that, once Pledgee can hold Party C's equity interest directly and Party C can continue to undertake its business legally or Pledgee can undertake Party C's business legally pursuant to the PRC laws and regulatory policy, Pledgee will exercise the Equity Purchase Option under the Exclusive Option Agreement or the Asset Purchase Option in Section 1.5 thereof as soon as possible, so that Pledgee can operate Party C's business directly or hold Party C's equity directly. For the avoidance of doubt, this acknowledgement is made by Pledgee to meet the requirements of the regulatory authorities in the place where the controlling shareholder of Party A is listed, and Pledgor and Party C shall not assert any claims and rights against Pledgee thereupon. In addition, in this case, the Parties shall adopt reasonable measures to assist with the termination of the Transaction Documents.

11.2 本协议第 9、13、14 条和本第 11.2 条的规定在本协议终止后继续有效。

The provisions under Sections 9, 13, 14 and 11.2 herein of this Agreement shall survive the expiration or termination of this Agreement.

## 12. 手续费及其他费用

### Handling Fees and Other Expenses

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由丙方承担。

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by Party C.

## 13. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c) 由

任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

#### 14. 适用法律和争议的解决

##### **Governing Law and Resolution of Disputes**

14.1 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。

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

14.2 因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如以其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本

条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions and/or dispose of Party's C equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party C through arbitration. Parties agree that subject to the provisions of the laws of China, pending the formation of arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C, and the place where the principal assets of listed company associated with Party A or Party C are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

- 14.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 15. 通知 Notices

- 15.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also

be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

15.2 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在发送或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

15.3 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

15.4 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方：杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址：杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人：陈燎罕

Attn: Liaohan CHEN

乙方：周瑞鑫

Party B: Ruixin ZHOU

地址：杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方：杭州涂鸦科技有限公司

Party C: Hangzhou Tuya Technology Co., Ltd.

地址：杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人：陈燎罕

Attn: Liaohan CHEN

15.5 任何一方可按本条规定随时给其他各方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

## 16. 分割性 Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Contract are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Contract shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 17. 附件

### Attachments

本协议所列附件，为本协议不可分割的组成部分。

The attachments set forth herein shall be an integral part of this Agreement.

## 18. 生效

### Effectiveness

18.1 本协议自各方正式签署之日起生效。

This Agreement shall become effective upon execution by the Parties.

18.2 本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章并按规定办理政府登记（如需）后生效。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon completion of the governmental filing procedures (if applicable) after the affixation of the signatures or seals of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

## 19. 语言和副本

### Language and Counterparts

本协议以中文和英文书就，一式四份，质权人、出质人和丙方各持一份，剩余一份用于登记。中英文版本具有同等效力。

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and Party C shall hold one copy respectively and the other copy shall be used for registration. The Chinese version and English version shall have equal legal validity.

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有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

乙方： 周瑞鑫  
Party B: Ruixin ZHOU

签字：   
By: \_\_\_\_\_  
姓名： 周瑞鑫

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

丙方： 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字：

By:

姓名：

Name:

职位：

Title:

陈燎罕  
陈燎罕  
Liaohan CHEN  
法定代表人  
Legal Representative



附件：

**Attachments:**

1. 丙方股东名册  
Shareholders' Register of Party C
2. 独家业务合作协议  
Exclusive Business Cooperation Agreement
3. 独家购买权协议  
Exclusive Option Agreement
4. 授权委托书  
Power of Attorney

## 杭州涂鸦科技有限公司股东名册

股东名称	认缴出资额 (万元)	实缴出资额 (万元)	出资比例 (%)
王学集	606.90	9.891	60.69
陈燎罕	131.00	0.00	13.10
林耀纳	114.70	0.00	11.47
周瑞鑫	98.30	0.00	9.83
陈沛泓	49.10	0.00	4.91
合计	<b>1,000.00</b>	<b>9.891</b>	<b>100.00</b>



**经修订和重述的独家业务合作协议**  
**Amended and Restated Exclusive Business Cooperation Agreement**

本经修订和重述的独家业务合作协议（下称“本协议”）由以下双方于2022年1月19日在中华人民共和国（下称“中国”）杭州市签署。

This amended and restated Exclusive Business Cooperation Agreement (this “Agreement”) is made and entered into by and between the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”).

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司）  
地址： 杭州市西湖区浙商财富中心3号楼701室  
Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly known as Hangzhou Aixiangji Technology Co., Ltd.)  
Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

乙方： 杭州涂鸦科技有限公司  
地址： 杭州市西湖区三墩镇华策中心1号楼602室  
Party B: Hangzhou Tuya Technology Co., Ltd.  
Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

鉴于：

Whereas,

1. 各方是日期为2014年12月23日的独家业务合作协议的签署方（下称“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经双方签署书面协议。双方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经签署的具体协议效力不受本次修订和重述影响，与本协议约定不一致的，以本协议约定为准。

The Parties are the parties who entered into the Exclusive Business Cooperation Agreement (hereinafter referred to as the “Original Agreement”) dated December 23, 2014. The Original Agreement provided that, the parties should agree in written before any amendment, modifications or supplement was made to the Original Agreement. The Parties intend to enter into this Agreement to amend, restate and replace all the rights and obligations under the Original Agreement with the rights and obligations provided in this Agreement, while any specific agreement signed under the Original Agreement shall remain

effective regardless of this amendment and restatement, and on the occasion of any difference, this Agreement may prevail.

2. 甲方是一家在中国成立的外商独资企业，拥有提供技术和咨询服务的必要资源；

Party A is a wholly foreign owned enterprise established in China, and has the necessary resources to provide technical and consulting services;

3. 乙方是一家在中国成立的内资公司，经中国有关政府部门依法批准可以从事的业务为：基础软件服务，应用软件开发；计算机及软件的技术开发、技术咨询、技术服务、技术转让、技术培训；设计、制作、代理、广告（除网络广告）；销售：计算机、软件及辅助设备、电子产品（除电子出版物）；增值电信业务：计算机软硬件及辅助设备，电子产品、通讯产品（除专控），智能设备，家用电器，家居用品，网络设备，灯具，安防产品，环保设备，数码产品，传感器，园艺工具，医疗器械（限二类）。乙方现时及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

Party B is a company established in China with exclusively domestic capital and is permitted by relevant PRC government authorities to engage in the following business: basic software service, application software service; technology development, consulting, service, transfer and training of computer and software; advertisement design, production, agency and publication (excluding web advertisement); sale of computer, software and ancillary equipments and electronic devices (excluding electronic publication); value-added telecommunication business: software and hardware of computers and its ancillary equipment, electronic products, communication products (excluding those under special government control), smart devices, household appliances, houseware, network equipment, lamps, security products, environmental protection equipment, digital products, sensors, gardening tools, medical devices (Class II only). The businesses conducted by Party B currently and any time during the term of this Agreement are collectively referred to as the "Principal Business";

4. 甲方同意利用其技术、人员和信息优势，在本协议期间向乙方提供有关主营业务的独家技术支持、咨询和其他服务，乙方同意接受甲方或其指定方按本协议条款的规定提供的各种服务。

Party A is willing to provide Party B with technical support, consulting services and other services on exclusive basis in relation to the Principal Business during the term of this Agreement, utilizing its advantages in technology, human resources, and information, and Party B is willing to accept such services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. **服务提供**

## Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议期间作为乙方的独家服务提供者向乙方提供全面的技术支持、咨询服务和其他服务，包括但不限于以下内容：

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with comprehensive technical support, consulting services and other services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, including but not limited to the follows:

- (1) 许可乙方使用甲方拥有合法权利的相关软件；  
Licensing Party B to use any software legally owned by Party A;
- (2) 乙方业务所需的相关应用软件的开发、维护与更新；  
Development, maintenance and update of software involved in Party B's business;
- (3) 计算机网络系统、硬件设备及数据库的设计、安装和日常管理、维护、更新；  
Design, installation, daily management, maintenance and updating of network system, hardware and database design;
- (4) 乙方相关人员的技术支持和专业培训；  
Technical support and training for employees of Party B;
- (5) 协助乙方进行有关的技术和市场信息的咨询、收集与调研（中国法律禁止外商独资企业从事的市场调查除外）；  
Assisting Party B in consultancy, collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are prohibited from conducting under PRC law);
- (6) 为乙方提供企业管理咨询；  
Providing business management consultation for Party B;
- (7) 为乙方提供市场营销和推广服务；  
Providing marketing and promotion services for Party B;
- (8) 为乙方提供客户订单管理和客户服务  
Providing customer order management and customer services for Party B;
- (9) 设备、资产出租；和  
Leasing of equipments or properties; and
- (10) 在中国法律允许的情况下，其他应乙方要求而不时提供的其他相关服务。  
Other services requested by Party B from time to time to the extent permitted under PRC law.

双方理解，甲方实际提供的服务受限于甲方经核准的经营围；如乙方要求甲方提供的服务超出甲方经核准的经营围，

甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。此外，在符合中国法律的前提下，甲方有权自行决定暂停或终止向乙方提供上述全部或部分服务，且无需承担任何法律责任。

Both Parties understand that the service offered by Party A is limited to the scope of business approved; if Party B demands any service from Party A beyond the scope of business approved, Party A will apply for a larger scope of business to the maximum extent permitted by laws and provide the relevant service after a larger scope of business is approved. In addition, Party A is entitled to suspend or terminate all or part of the service mentioned above to Party B without assuming any legal responsibility if it's in compliance with PRC laws.

- 1.2 乙方接受甲方提供的服务。乙方进一步同意，除非经甲方事先书面同意，在本协议期间，就本协议约定的服务或其他事宜，乙方不得直接或间接地从任何第三方获得任何与本协议相同或类似的服务，并不得与任何第三方就本协议所述事项建立任何类似的合作关系。双方同意，甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.3 条描述的某些协议）为乙方提供本协议约定的服务。

Party B agrees to accept all the services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not directly or indirectly accept the same or any similar services provided by any third party and shall not establish similar corporation relationship with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.3 with Party B, to provide Party B with the services under this Agreement.

### 1.3 服务的提供方式和财务支持

#### Service Providing Methodology and Finance Support

- 1.3.1 甲、乙双方同意在本协议有效期内，视情况而定，乙方可以与甲方或甲方指定的其他方进一步签订服务协议，对各项服务的具体内容、方式、人员、收费等进行约定。

Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into further service agreements with Party A or any other party designated by Party A, which shall provide the specific contents, manner, personnel, and fees for the specific services.

- 1.3.2 为更好地履行本协议，甲乙双方同意，视情况而定，乙方在本协议有效期内将与甲方或甲方指定的其他方根据业务进展需要随时签署设备、资产的租用协议，由甲方将有关的设备、资产提供给乙方使用。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into equipment or property leases with Party A or any other party designated by Party A which shall permit Party B to use Party A's relevant equipment or property based on the needs of the business of Party B.

- 1.3.3 乙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，向乙方购买任何部分或全部资产和业务，作价为中国法律允许的最低价格。届时双方将另行签订资产或业务转让合同，对该资产转让的条款和条件进行约定。

Party B hereby grants to Party A an irrevocable and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under PRC law, at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets or business transfer agreement, specifying the terms and conditions of the transfer of the assets.

- 1.3.4 为确保乙方符合日常经营中的现金流要求和/或抵消其经营过程中产生的任何损失，甲方应视实际情况而定向乙方提供财务支持（但仅在中国法律允许的范围内并将以中国法律允许的方式提供）。甲方可以采用银行委托贷款或其他合适的借款方式向乙方提供财务支持，并另行签订必要的协议。

To ensure that Party B meets the requirement of cash flow in daily operation and/or to offset any losses incurred in the process of its operation, Party A shall, depending on the actual situation, provide Party B with financial support (only to the extent and in a manner permitted by PRC laws). Party A may provide Party B with financial support by way of bank entrusted loans or other appropriate loans, and enter into separate agreements where necessary.

## 2. 服务的价格和支付方式

### **The Calculation and Payment of the Service Fees**

- 2.1 在本协议有效期内，乙方应向甲方支付的费用应按如下方式计算：

The fees payable by Party B to Party A during the term of this Agreement shall be calculated as follows:

- 2.1.1 就甲方向乙方提供的服务，乙方应定期向甲方支付服务费。每一期的服务费由管理费和服务提供费组成，上述费用总金额相当于乙方的总收入扣除成本费用和税费（不包括企业所得税）以及按照法律法规要求预留或提取的其他费用后的余额，单项管理费或服务提

供费具体金额由甲方根据以下因素确定：

Party B shall pay service fee to Party A on regular basis. The service fee for each installment shall consist of management fee and fee for services provided, the aggregate amount of which equals to the balances of the total income deducting cost and taxes (excluding enterprise income tax) as well as other fees reserved or withdrawn according to the requirements of laws and regulations, and single management fee and fee for services provided shall be determined by Party A after considering:

- (1) 服务的复杂程度及难度；  
Complexity and difficulty of the services provided by Party A;
- (2) 甲方雇员的职位和提供该等服务所需的时间；  
Title of and time consumed by employees of Party A providing the services;
- (3) 服务的具体内容和商业价值；  
Contents and value of the services provided by Party A;
- (4) 相同种类服务的市场参考价格；  
Market price of the same type of services;
- (5) 乙方的经营情况。  
Operation conditions of the Party B.

2.1.2 如果甲方向乙方转让技术或者受乙方委托进行软件或其他技术开发或者向乙方出租设备、资产，则技术转让费、委托开发费用或租金应由双方根据实际情况确定。

If Party A transfers technology to Party B or develops software or other technology as entrusted by Party B or leases equipments or properties to Party B, the technology transfer price, development fees or rent shall be determined by the Parties based on the actual situations.

2.1.3 甲方有权按期（具体期间由甲方自行决定）汇总服务费，并定期向乙方发送服务费帐单，通知乙方。乙方在接到该等通知后十日内将该等服务费付至甲方指定的银行帐户。乙方应在款项汇出后将汇出凭证复印件在十日内传真或邮寄至甲方。

Party A has the right to summarize the service fee on schedule (the specific period shall be determined by Party A at its own discretion), and send the service fee bill to Party B on a regular basis and notify Party B. Party B shall pay the service fee to the bank account designated by Party A within ten days after receiving such notice. Party B shall fax or mail the copy of the

remittance voucher to Party A within ten days after the remittance.

### 3. 知识产权和保密条款

#### Intellectual Property Rights and Confidentiality Clauses

3.1 甲方对履行本协议而产生或创造的任何和所有知识产权（包括但不限于著作权、专利权、专利申请权、软件、技术秘密、商业机密及其他）均享有独占的和排他的所有权、权利和利益。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。

Party A shall have exclusive and proprietary ownership, rights and interests in any and all intellectual properties arising out of or created during the performance of this Agreement, including but not limited to copyrights, patents, patent applications, software, technical secrets, trade secrets and others. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion for the purposes of vesting any ownership, right or interest of any such intellectual property rights in Party A, and/or perfecting the protections for any such intellectual property rights in Party A.

3.2 若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。

If the development is carried out by Party A based on the intellectual property rights of Party B, Party B must ensure that there are no defects in the intellectual property rights, otherwise Party B shall assume the losses caused to Party A. If Party A hereby assumes the liability for compensation to any third party, after making such compensation, Party A has the right to recover all its losses from Party B.

3.3 双方承认及确认有关本协议、本协议内容以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三方披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c) 由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股

东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

#### 4. 陈述和保证

##### **Representations and Warranties**

##### 4.1 甲方陈述、保证和承诺如下：

Party A hereby represents, warrants and covenants as follows:

4.1.1 甲方是按照中国法律合法成立并有效存续的外商独资企业；甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照。

Party A is a wholly foreign owned enterprise legally established and validly existing in accordance with the laws of China; Party A or the service providers designated by Party A will obtain all government permits and licenses for providing the service under this Agreement before providing such services.

4.1.2 甲方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；甲方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and

approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party A's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.1.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义务。

Without violating the laws of China, this Agreement constitutes Party A's legal, valid and binding obligations, enforceable against it in accordance with its terms.

- 4.2 乙方陈述、保证和承诺如下：

Party B hereby represents, warrants and covenants as follows:

- 4.2.1 乙方是按照中国法律合法成立且有效存续的公司，乙方获得并将维持从事主营业务所需的全部政府许可、证照，在甲方为有效履行其在本协议下的职责和义务而必需从事的一切事务中，协助甲方、向甲方提供充分合作及积极配合甲方提供的服务，接受甲方就乙方业务提出的合理的意见和建议，按照本协议的约定及时足额向甲方支付服务费。

Party B is a company legally established and validly existing in accordance with the laws of China and has obtained and will maintain all permits and licenses for engaging in the Principal Business. In all matters that Party A must engage in to effectively perform its duties and obligations under this Agreement, Party B shall assist and provide Party A with full cooperation and actively cooperate with the services provided by Party A, accept Party A's reasonable opinions and suggestions on Party B's business, and pay the service fees to Party A in full and in time according to the provisions of this Agreement.

- 4.2.2 乙方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；乙方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.2.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义

务。

Without violating the laws of China, this Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.

## 5. 协议期限

### Term of Agreement

- 5.1 本协议自双方正式签署之日起生效；除非本协议明确约定或甲方书面决定终止本协议，本协议永久有效。

This Agreement shall become effective upon execution by the Parties. Unless terminated in accordance with the provisions of this Agreement or terminated in writing by Party A, this Agreement shall remain effective.

- 5.2 如果在本协议有效期内，任何一方的经营期限届满，则该方应及时续展其经营期限，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准或同意，则本协议于该方经营期限届满之时终止。

During the term of this Agreement, each Party shall renew its operation term prior to the expiration thereof so as to enable this Agreement to remain effective. This Agreement shall be terminated upon the expiration of the operation term of a Party if the application for renewal of its operation term is not approved by relevant government authorities.

- 5.3 在本协议终止之后，双方在第 3、6、7 条和本第 5.3 条下的权利和义务将继续有效。

The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

## 6. 适用法律和争议解决

### Governing Law and Resolution of Disputes

- 6.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决适用中国的法律。

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

- 6.2 因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对双方均有约束力。受限于中国法律

的规定，仲裁员可就乙方的股权或土地等资产实施限制和/或作出处置（如以其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行乙方的清算。双方同意，受限於中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、乙方注册成立地以及甲方关联上市公司或乙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on both Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party B's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party B through arbitration. Both Parties agree that subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party B, and the place where the principal assets of listed company associated with Party A or Party B are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 7. 违约责任和补偿

### **Breach of Agreement and Indemnification**

- 7.1 若乙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方给予损害赔偿；本第 7.1 条不应妨碍甲方在本协议下的任何其他权利。

If Party B conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B to indemnify all damages; this Section 7.1 shall not prejudice any other rights of Party A herein.

- 7.2 除非法律另有规定，乙方在任何情况均无权利终止或解除本协议。

Unless otherwise required by applicable laws, Party B shall not have any right to terminate this Agreement in any event.

- 7.3 就甲方根据本协议向乙方提供的服务所产生或引起的针对甲方的诉讼、请求或其他要求而招致的任何损失、损害、责任或费用都应由乙方补偿给甲方，以使甲方不受任何损害，除非该损失、损害、责任或费用是因甲方的重大过失或故意不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the services provided by Party A to Party B pursuant this Agreement, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

## 8. 不可抗力

### **Force Majeure**

- 8.1 若由于地震、台风、洪水、火灾、流行病、战争、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（“不可抗力”），而直接致使本协议任何一方不能履行或不能完全履行本协议时，则受上述不可抗力影响的一方不对此不履行或部份履行承担责任。但该受影响方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五天内向另外一方提供不可抗力事件的详情，解释其此种不能履行、部份不能履行或需要迟延履行原因。

In the case of any force majeure events (“Force Majeure”) such as earthquake, typhoon, flood, fire, flu, war, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, which directly or indirectly causes the failure of either Party to perform or completely perform this Agreement, then the Party affected by such Force Majeure shall give the other Party written notices without any delay, and shall provide details of such event within 15 days after sending out such notice, explaining the reasons for such failure of, partial or delay of performance.

- 8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当证明，其不得免于未能履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

If such Party claiming Force Majeure fails to notify the other Party and furnish it with proof pursuant to the above provision, such Party shall not be excused from the non-performance of its obligations hereunder. The Party so affected by the event of Force Majeure shall use reasonable efforts to minimize the consequences of such Force Majeure and to promptly resume performance hereunder whenever the causes of such excuse are cured. Should the Party so affected by the event of Force Majeure fail to resume performance hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.

- 8.3 不可抗力发生时，双方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

In the event of Force Majeure, the Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.

## 9. 通知

### Notices

- 9.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 9.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of receipt or refusal at the address specified for notices.

9.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

乙方： 杭州涂鸦科技有限公司

Party B: Hangzhou Tuya Technology Co., Ltd.

地址： 杭州市西湖区三墩镇华策中心1号楼602室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

9.3 任何一方可按本条规定随时给另一方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

## 10. 协议的转让

### Assignment

10.1 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 乙方在此同意，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party and in case of such assignment, Party A is only required to give written notice to Party B and does not need any consent from Party B for such assignment.

- 10.3 本协议项下的权利义务对协议双方的权利义务受让人、继承人（无论该等权利义务受让是由收购、重组、继承、转让或其他原因导致）具有法律约束力。

The rights and obligations under this Agreement shall be legally binding on the assignee and successor of the rights and obligations of the Parties to the Agreement (regardless of whether the transfer of such rights and obligations is caused by acquisition, reorganization, inheritance, assignment or other reasons).

## 11. 协议的分割性

### **Severability**

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 12. 协议的修改、补充

### **Amendments and Supplements**

双方可以书面协议方式对本协议作出修改和补充。经过双方签署的有关本协议的修改协议和补充协议是本协议组成部分，具有与本协议同等的法律效力。在合理可行且不违反中国法律的情况下，本协议双方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement. To the extent that it is reasonably practicable and not in violation of the laws

of China, the Parties hereto shall modify this Agreement in relation to the laws and regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

13. 语言和副本

**Language and Counterparts**

本协议以中文和英文书就，一式二份，甲乙双方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English language in two copies, each Party having one copy. The Chinese version and English version shall have equal legal validity.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

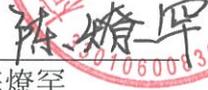
签字：  
By:   
姓名： 陈燎罕  
Name: Liaoan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

乙方：杭州涂鸦科技有限公司  
Party B: Hangzhou Tuya Technology Co., Ltd.

签字：  
By:   
姓名：陈燎罕  
Name: Liaohan CHEN  
职位：法定代表人  
Title: Legal Representative



**经修订和重述的独家购买权协议**  
**Amended and Restated Exclusive Option Agreement**

本经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 周瑞鑫，一位中国公民，其身份证号码：331004198302200614；及

**Party B:** Ruixin ZHOU, a Chinese citizen with Identification No.: 331004198302200614; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：

Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 9.83% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 9.83% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议的签署方（“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 (the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖 Sale and Purchase of Equity Interest

### 1.1 授予权利 Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

### 1.2 行使步骤 Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从事业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并在不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会 and/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会 and/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；  
Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;
- 3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；  
Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;
- 3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；  
Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.
- 3.7 丙方遵守适用于资产的收购的所有法律和法规；和  
Party C has complied with all laws and regulations of China applicable to asset acquisitions; and
- 3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。  
There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### 4. 有效期

##### **Effective Date and Term**

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### 5. 适用法律与争议解决

##### **Governing Law and Dispute Resolution**

##### 5.1 适用法律

##### Governing Law

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 周瑞鑫

**Party B:** Ruixin ZHOU

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

**Party C:** Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。

Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方: 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

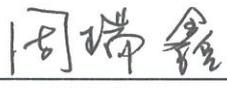
签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

乙方： 周瑞鑫  
Party B: Ruixin ZHOU

签字：   
By: \_\_\_\_\_  
姓名： 周瑞鑫

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方： 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字：   
By: 陈燎罕  
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



## 授权委托书 Power of Attorney

本人，周瑞鑫，中国公民，身份证号码为 331004198302200614，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）9.83%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Ruixin ZHOU, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 331004198302200614, and a holder of 9.83% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

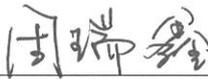
Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鑒于此，本人簽署了本授權委託書并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Ruixin ZHOU  
周瑞鑫

簽署:   
By: 周瑞鑫  
日期: 2022 年 1 月 19 日  
Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司  
Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

陈燎罕

Liaohan CHEN

法定代表人

Legal Representative



**经修订和重述的股权质押协议**  
**Amended and Restated Equity Interest Pledge Agreement**

本经修订和重述的股权质押协议（下称“本协议”）由下列各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Equity Interest Pledge Agreement (this “Agreement”) has been executed by and among the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司，下称“质权人”），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd., hereinafter “Pledgee”), a wholly foreign owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

乙方： 林耀纳（下称“出质人”），一位中国公民，其身份证号码：330327198303300959；及

Party B: Yaona LIN (hereinafter “Pledgor”), a Chinese citizen with Chinese Identification No.: 330327198303300959; and

丙方： 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市西湖区三墩镇华策中心 1 号楼 602 室。

Party C: Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou.

在本协议中，质权人、出质人和丙方以下各称“一方”，合称“各方”。

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

**鉴于：**

**Whereas:**

1. 各方是日期为 2014 年 12 月 23 日的股权质押协议的签署方（“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经办理且仍然有效的股权质押出质登记不受本次修订和重述影响，其继续有效，各方无需重新办理登记。

The Parties are parties who entered into the Equity Interest Pledge Agreement dated December 23, 2014 (the “Original Agreement”). The Original Agreement provided that any amendments, modifications and supplements to the Original Agreement shall

require the execution of a written agreement by the Parties. The Parties intend to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under in the Original Agreement with the rights and obligations provided in this Agreement. The registration of equity pledge under the Original Agreement which has been completed and remains valid is not subject to the amendment and restatement and continue to be valid. No re-registration is required for the Parties.

2. 出质人是公民，在本协议签署日，持有丙方 11.47% 的股权。丙方是一家在中国浙江省杭州市注册成立的有限责任公司。丙方有意在此确认出质人和质权人在本协议下的权利和义务并提供必要的协助登记该质权；  
Pledgor is a citizen of China who as of the date hereof holds 11.47% of equity interests of Party C. Party C is a limited liability company registered in Hangzhou, Zhejiang, China. Party C acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and intends to provide any necessary assistance in registering the Pledge;
3. 质权人是一家在中国注册的外商独资企业。质权人与出质人所部分拥有的丙方签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权协议（定义如下）；出质人签署了授权质权人的授权委托书（定义如下）。  
Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and Party C which is partially owned by Pledgor have executed an Exclusive Business Cooperation Agreement (as defined below); Party C, Pledgee and Pledgor have executed an Exclusive Option Agreement (as defined below); Pledgor has executed a Power of Attorney (as defined below) in favor of Pledgee.
4. 为了保证丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务做出质押担保。  
To ensure that Party C and Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in Party C as security for Party C's and Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney.
5. 为了履行交易文件的条款，各方商定按照以下条款签订本协议。  
To perform the provisions of the Transaction Documents (as defined below), the Parties have mutually agreed to execute this Agreement upon the following terms.

## 1. 定义 Definitions

除非本协议另有规定，下列词语含义为：

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

- 1.1 质权：指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所

享有的，以出质人质押给质权人的质押股权折价或拍卖、变卖该质押股权的价款优先受偿的权利。

**Pledge:** shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest.

- 1.2 质押股权：指出质人现在持有的丙方 11.47% 的股权，以及其将来持有的在丙方的全部股权权益。

**Equity Interest:** shall refer to 11.47% equity interests in Party C currently held by Pledgor, and all of the equity interest hereafter acquired by Pledgor in Party C.

- 1.3 质押期限：指本协议第 3 条规定的期间。

**Term of Pledge:** shall refer to the term set forth in Section 3 of this Agreement.

- 1.4 交易文件：指丙方与质权人于 2014 年 12 月 23 日签订的的独家业务合作协议以及其任何修改、修订和/或重述（“独家业务合作协议”）；出质人、丙方与质权人于 2014 年 12 月 23 日签订的独家购买权协议以及其任何修改、修订和/或重述（“独家购买权协议”）；和出质人于 2014 年 12 月 23 日签署的授权委托书以及其任何修改、修订和/或重述（“授权委托书”）。

**Transaction Documents:** shall refer to the Exclusive Business Cooperation Agreement executed by and between Party C and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Business Cooperation Agreement”), the Exclusive Option Agreement executed by and among Pledgor, Party C, and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Option Agreement”), Power of Attorney executed on December 23, 2014 by Pledgor and any modifications, amendments and/or restatements thereto (the “Power of Attorney”).

- 1.5 合同义务：指出质人在独家购买权协议、授权委托书和本协议项下所负的所有义务；丙方在独家业务合作协议、独家购买权协议和本协议项下所负的所有义务。

**Contract Obligations:** shall refer to all the obligations of Pledgor under the Exclusive Option Agreement, the Power of Attorney and this Agreement; all the obligations of Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.

- 1.6 担保债务：指质权人因出质人和/或丙方的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支付的服务费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

Secured Indebtedness: shall refer to all the direct, indirect and derivative losses and losses of anticipated profits, suffered by Pledgee, incurred as a result of any Event of Default. The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of Pledgee, the consulting and service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, all expenses occurred in connection with enforcement by Pledgee of Pledgor's and/or Party C's Contract Obligations and etc.

- 1.7 违约事件：指本协议第 7 条所列任何情况。  
Event of Default: shall refer to any of the circumstances set forth in Section 7 of this Agreement.
- 1.8 违约通知：指质权人根据本协议发出的宣布违约事件的通知。  
Notice of Default: shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

## 2. 质权 Pledge

- 2.1 出质人兹同意将质押股权按照本协议的约定出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本协议的约定将质押股权出质给质权人。

Pledgor agrees to pledge all the Equity Interest as security for performance of the Contract Obligations and payment of the Secured Indebtedness under this Agreement. Party C hereby assents that Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.

- 2.2 在质押期限内，质权人有权收取质押股权所产生的红利或股利。在质权人事先书面同意的情况下，出质人方可就质押股权而分得股利或分红。出质人因质押股权而分得的股利或分红在扣除出质人缴纳的个人所得税后应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，将此等红利、股利无条件地赠送给质权人或质权人指定的人。

During the term of the Pledge, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

- 2.3 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权。

Pledgor may subscribe for capital increase in Party C only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest.

- 2.4 如丙方根据中国法律的强制性规定或经甲方书面同意需予以解散或清算，出质人在丙方依法完成解散或清算程序后，从丙方依法分配的任何利益，应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，无条件地赠予质权人或质权人指定的人。

In the event that Party C is required by PRC law or upon the written consent by Party A to be liquidated or dissolved, any interest distributed to Pledgor upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designate and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

### 3. 质押期限

#### Term of Pledge

- 3.1 本质权自本协议项下的质押股权出质在相应的工商行政管理机关登记之日起生效，质权有效期持续到所有合同义务履行完毕和所有的担保债务支付完毕为止。出质人和丙方应（一）自本协议签署之日起 3 个工作日内，将本协议的质权登记在丙方股东名册上，并（二）自本协议签署之日起 30 个工作日内向相应的工商行政管理机关申请登记本协议项下的质权。各方共同确认，为办理股权质押工商登记手续，各方及丙方其他股东应将本协议或者一份按照丙方所在地工商行政管理部门要求的形式签署的、真实反映本协议项下质权信息的股权质押合同（以下简称“工商登记质押合同”）提交给工商行政管理机关，工商登记质押合同中未约定事项或与本协议约定不一致的，仍以本协议约定为准。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件并办理所有必要手续，保证质权在递交申请后尽快获得登记。

The Pledge shall become effective on such date when the pledge of the Equity Interest contemplated herein is registered with relevant administration for industry and commerce (the "AIC"). The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness have been fully paid. Pledgor and Party C shall (1) register the Pledge in the shareholders' register of Party C within 3 business days following the execution of this Agreement, and (2) submit an application to the AIC for the registration of the Pledge of the Equity Interest contemplated herein within 30 business days following the execution of this Agreement. The parties covenant that for the purpose of registration of the Pledge, the parties hereto and all other shareholders of Party C shall submit to the AIC this Agreement or an equity interest pledge

contract in the form required by the AIC at the location of Party C which shall truly reflect the information of the Pledge hereunder (the “AIC Pledge Contract”). For matters not specified in the AIC Pledge Contract or any discrepancies with this Agreement, the parties shall be bound by the provisions of this Agreement. Pledgor and Party C shall submit all necessary documents and complete all necessary procedures, as required by the PRC laws and regulations and the relevant AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.

- 3.2 质押期限内，如出质人和/或丙方未履行合同义务或支付担保债务，质权人有权但无义务按本协议的规定行使质权。

During the Term of Pledge, in the event Pledgor and/or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, Pledgee shall have the right, but not the obligation, to exercise the Pledge in accordance with the provisions of this Agreement.

#### 4. 质权凭证的保管

##### **Custody of Records for Equity Interest subject to Pledge**

- 4.1 在本协议规定的质押期限内，出质人应在本协议签订之日起一周内将记载质权的股东名册交付质权人保管。质权人将在本协议规定的全部质押期间一直保管该等文件。

During the Term of Pledge set forth in this Agreement, Pledgor shall deliver to Pledgee's custody the shareholders' register containing the Pledge within one week from the execution of this Agreement. Pledgee shall have custody of such document during the entire Term of Pledge set forth in this Agreement.

#### 5. 出质人和丙方的陈述和保证

##### **Representations and Warranties of Pledgor and Party C**

出质人和丙方特此在本协议签署之日向甲方共同及分别陈述和保证如下：

As of the execution date of this Agreement, Pledgor and Party C hereby jointly and severally represent and warrant to Pledgee that:

- 5.1 出质人是质押股权唯一的合法所有人。  
Pledgor is the sole legal and beneficial owner of the Equity Interest.
- 5.2 质权人有权以本协议规定的方式处分并转让质押股权。  
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.3 除本质权之外，出质人未在质押股权上设置任何其他质押权利或其他担保权益。  
Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest.

5.4 出质人和丙方已经取得政府部门和第三方的同意及批准（若需）以签署，交付和履行本协议。

Pledgor and Party C have obtained any and all approvals and consents from applicable government authorities and third parties (if required) for execution, delivery and performance of this Agreement.

5.5 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律（本协议第 14.2 条除外）；(ii)与丙方章程或其他组织文件相抵触；(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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向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。

The execution, delivery and performance of this Agreement will not: (i) violate any relevant PRC laws (except for Section 14.2 of this Agreement); (ii) conflict with Party C's articles of association or other constitutional documents; (iii) result in any breach of or constitute any default under any contract or instrument to which it is a party or by which it is otherwise bound; (iv) result in any violation of any condition for the grant and/or maintenance of any permit or approval granted to any Party; or (v) cause any permit or approval granted to any Party to be suspended, cancelled or attached with additional conditions.

## 6. 出质人和丙方的承诺

### Covenants of Pledgor and Party C

6.1 在本协议存续期间，出质人和丙方共同和分别向质权人承诺：

During the term of this Agreement, Pledgor and Party C hereby jointly and severally covenant to the Pledgee:

6.1.1 除履行交易文件外，未经质权人事先书面同意，出质人不得转让质押股权或其任何部分，不得在质押股权上设立或允许存在任何担保或其他债务负担；

Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, without the prior written consent of Pledgee, except for the performance of the Transaction Documents;

6.1.2 出质人和丙方遵守并执行所有有关权利质押的法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于五（5）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；

Pledgor and Party C shall comply with the provisions of all laws and regulations applicable to the pledge of rights, and within five (5) days of

receipt of any notice, order or recommendation issued or prepared by relevant competent authorities regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

- 6.1.3 出质人和丙方将任何可能导致对质押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。

Pledgor and Party C shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement.

- 6.1.4 丙方应在其经营期限届满前三（3）个月内办理完成延长经营期限的登记手续，以使本协议的效力得以持续。

Party C shall complete the registration procedures for extension of the term of operation within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.

- 6.2 出质人同意，质权人按本协议条款取得的对质权享有的权利，不应受到出质人或出质人的继承人或出质人之代理人或任何其他通过法律程序的中断或妨害，出质人的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该等继承人或代理人不会损害或妨碍本协议的履行。

Pledgor agrees that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through any legal proceedings. Any heirs or representatives of the Pledgor shall cooperate with the other Parties to this Agreement to make all necessary arrangements and sign all necessary documents, ensuring the fulfillment of this Agreement will not be harmed or prevented by these heirs or representatives.

- 6.3 出质人向质权人保证，为保护或完善本协议对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人要求的的行为，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)签署所有的有关质押股权所有权的文件，并在合理期间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 the Contract Obligations and Secured Indebtedness, 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 Pledgee. Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural persons/legal persons). Pledgor undertakes to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 出质人向质权人保证，出质人将遵守、履行本协议项下所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。  
Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Pledgor shall indemnify Pledgee for all losses resulting therefrom.

## 7. 违约事件 Event of Breach

- 7.1 下列事项均被视为违约事件：  
The following circumstances shall be deemed Event of Default:
- 7.1.1 出质人对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；  
Pledgor's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;
- 7.1.2 丙方对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；  
Party C's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;
- 7.1.3 乙方或丙方在交易文件及/或本协议项下任何一项或多项义务被视为不合法或无效交易。  
Any or various obligation(s) of Party B or Party C under the Transaction Documents and/or this Agreement is/are treated as illegal or void transaction.
- 7.2 如知道或发现本第 7.1 条所述的任何事项或可能导致上述事项的事件已经发生，出质人和丙方应立即以书面形式通知质权人。

Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgor and Party C shall immediately notify Pledgee in writing accordingly.

- 7.3 除非第 7.1 条下的违约事件在质权人向出质人和/或丙方发出要求其修补此违约行为通知后的二十（20）天之内已经按质权人要求获得救济，质权人在其后的任何时间，可向出质人发出书面违约通知，要求依据第 8 条行使质权。

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee and /or Party C delivers a notice to the Pledgor requesting ratification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor in writing at any time thereafter, demanding the Pledgor to immediately exercise the Pledge in accordance with the provisions of Section 8 of this Agreement.

## 8. 质权的行使 Exercise of Pledge

- 8.1 在质人行使其质押权利时，质权人应向出质人发出书面违约通知。  
Pledgee shall issue a written Notice of Default to Pledgor when it exercises the Pledge.

- 8.2 受限于第 7.3 条的规定，质权人可在按第 8.1 条发出违约通知之后的任何时间里对质权行使处分的权利。质权人决定行使处分质权的权利时，出质人即不再拥有任何与质押股权有关的权利和利益。

Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.

- 8.3 质权人有权在根据第 8.1 条发出违约通知后，行使其根据中国法律、交易文件及本协议条款而享有的全部违约救济权利，包括但不限于以质押股权折价或以拍卖、变卖质押股权所得的价款以优先受偿。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

After Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.

- 8.4 质人行使质权获得的款项，应优先支付因处分质押股权而应缴的税费和向质权人履行合同义务及偿还担保债务。扣除上述款项后如有余款，质权

人应将余款交还出质人或根据有关法律、法规对该款项享有权利的其他人或者向出质人所在地公证机关提存，由此所生之任何费用全部由出质人承担；在中国法律允许的情况下，出质人应将上述款项无条件地赠予质权人或质权人指定的人。

The proceeds from exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and to perform Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance shall be returned to Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expense incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.

- 8.5 质权人有权选择同时或先后行使其享有的任何违约救济，质权人在行使本协议项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest under this Agreement, without exercising any other remedy measure first.

- 8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor or Party C shall not raise any objection to such exercise.

- 8.7 质权人依照本协议处分质权时，出质人和丙方应予以必要的协助，以使质权人实现其质权。

When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and Party C shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

## 9. 违约责任

### **Breach of Agreement**

- 9.1 若出质人或丙方实质性违反本协议项下所作的任何一项约定，质权人有权终止本协议和/或要求出质人或丙方给予损害赔偿；本第 9 条不应妨碍质权人在本协议下的任何其他权利；

If Pledgor or Party C conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or

Party C to indemnify all damages; this Section 9 shall not prejudice any other rights of Pledgee herein;

9.2 除非法律另有规定，出质人或丙方在任何情况均无任何权利终止或解除本协议。

Pledgor or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by applicable laws.

## 10. 转让

### Assignment

10.1 除非经质权人事先同意，出质人和丙方无权赠予或转让其在本协议项下的权利义务。

Without Pledgee's prior written consent, Pledgor and Party C shall not have the right to assign or delegate their rights and obligations under this Agreement.

10.2 本协议对出质人及其继任人和经许可的受让人均有约束力，并且对质权人及每一继任人和受让人有效。

This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and assigns.

10.3 质权人可以在任何时候将其在交易文件和本协议中的所有或任何权利和义务转让给其指定的人，在这种情况下，受让人应享有和承担交易文件和本协议项下质权人享有和承担的权利和义务，如同其作为原协议方应享有和承担的一样。

At any time, Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assigns shall have the rights and obligations of Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.

10.4 因转让所导致的质权人变更后，应质权人要求，出质人和/或丙方应与新的质权人签订一份内容与本协议一致的新质押协议，并在相应的工商行政管理机关进行登记。

In the event of change of Pledgee due to assignment, Pledgor and/or Party C shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the relevant AIC.

10.5 出质人和丙方应严格遵守本协议和各方单独或共同签署的其他有关协议的规定，包括交易文件，履行交易文件项下的义务，并不进行任何足以影响协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对质押股权还留存的权利。

Pledgor and Party C shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

## 11. 终止

### Termination

- 11.1 在出质人和丙方充分、完全地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的要求，在尽早合理可行的时间内，解除本协议下的质押股权的质押，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。质权人确认，一旦中国法律及监管政策允许质权人可以持有丙方的股权并且丙方可以继续合法从事其业务，或者质权人可以合法地从事丙方的业务，质权人将尽快行使独家购买权协议项下的股权购买权或其第 1.5 条项下资产购买权，以使质权人直接经营丙方业务或直接持有丙方的股权，未免疑义，此项确认系质权人为满足甲方控股股东上市地监管机构之要求而作出，出质人和丙方不得就此向质权人提出任何主张和权利，另外在此情形下，各方应采取合理措施配合终止交易文件。

Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by Pledgor and Party C, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of Party C and with relevant PRC local administration for industry and commerce. Pledgee acknowledges that, once Pledgee can hold Party C's equity interest directly and Party C can continue to undertake its business legally or Pledgee can undertake Party C's business legally pursuant to the PRC laws and regulatory policy, Pledgee will exercise the Equity Purchase Option under the Exclusive Option Agreement or the Asset Purchase Option in Section 1.5 thereof as soon as possible, so that Pledgee can operate Party C's business directly or hold Party C's equity directly. For the avoidance of doubt, this acknowledgement is made by Pledgee to meet the requirements of the regulatory authorities in the place where the controlling shareholder of Party A is listed, and Pledgor and Party C shall not assert any claims and rights against Pledgee thereupon. In addition, in this case, the Parties shall adopt reasonable measures to assist with the termination of the Transaction Documents.

- 11.2 本协议第 9、13、14 条和本第 11.2 条的规定在本协议终止后继续有效。  
The provisions under Sections 9, 13, 14 and 11.2 herein of this Agreement shall survive the expiration or termination of this Agreement.

## 12. 手续费及其他费用

## **Handling Fees and Other Expenses**

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由丙方承担。

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by Party C.

## **13. 保密责任 Confidentiality**

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## **14. 适用法律和争议的解决 Governing Law and Resolution of Disputes**

14.1 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。

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

14.2 因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions and/or dispose of Party's C equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party C through arbitration. Parties agree that subject to the provisions of the laws of China, pending the formation of arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C, and the place where the principal assets of listed company associated with Party A or Party C are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

14.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 15. 通知 Notices

15.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

15.2 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在发送或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

15.3 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

15.4 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方：杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址：杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人：陈燎罕

Attn: Liaohan CHEN

乙方： 林耀纳

Party B: Yaona LIN

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

丙方： 杭州涂鸦科技有限公司

Party C: Hangzhou Tuya Technology Co., Ltd.

地址： 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

- 15.5 任何一方可按本条规定随时给其他各方发出通知来改变其接收通知的地址。  
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

## 16. 分割性 Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Contract are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Contract shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 17. 附件 Attachments

本协议所列附件，为本协议不可分割的组成部分。

The attachments set forth herein shall be an integral part of this Agreement.

## 18. 生效

## Effectiveness

- 18.1 本协议自各方正式签署之日起生效。  
This Agreement shall become effective upon execution by the Parties.
- 18.2 本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章并按规定办理政府登记（如需）后生效。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。  
Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon completion of the governmental filing procedures (if applicable) after the affixation of the signatures or seals of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

## 19. 语言和副本

### Language and Counterparts

本协议以中文和英文书就，一式四份，质权人、出质人和丙方各持一份，剩余一份用于登记。中英文版本具有同等效力。

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and Party C shall hold one copy respectively and the other copy shall be used for registration. The Chinese version and English version shall have equal legal validity.

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有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN<sup>06</sup>  
职位： 法定代表人  
Title: Legal Representative

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

乙方： 林耀纳

Party B: Yaona LIN

签字：

By: 

姓名： 林耀纳

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

丙方： 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



附件：

**Attachments:**

1. 丙方股东名册  
Shareholders' Register of Party C
2. 独家业务合作协议  
Exclusive Business Cooperation Agreement
3. 独家购买权协议  
Exclusive Option Agreement
4. 授权委托书  
Power of Attorney

## 杭州涂鸦科技有限公司股东名册

股东名称	认缴出资额（万元）	实缴出资额（万元）	出资比例（%）
王学集	606.90	9.891	60.69
陈燎罕	131.00	0.00	13.10
林耀纳	114.70	0.00	11.47
周瑞鑫	98.30	0.00	9.83
陈沛泓	49.10	0.00	4.91
合计	<b>1,000.00</b>	<b>9.891</b>	<b>100.00</b>

杭州涂鸦科技有限公司（盖章）



**经修订和重述的独家业务合作协议**  
**Amended and Restated Exclusive Business Cooperation Agreement**

本经修订和重述的独家业务合作协议（下称“本协议”）由以下双方于2022年1月19日在中华人民共和国（下称“中国”）杭州市签署。

This amended and restated Exclusive Business Cooperation Agreement (this “Agreement”) is made and entered into by and between the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”).

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司）  
地址： 杭州市西湖区浙商财富中心3号楼701室  
Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly known as Hangzhou Aixiangji Technology Co., Ltd.)  
Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

乙方： 杭州涂鸦科技有限公司  
地址： 杭州市西湖区三墩镇华策中心1号楼602室  
Party B: Hangzhou Tuya Technology Co., Ltd.  
Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

鉴于：

Whereas,

1. 各方是日期为2014年12月23日的独家业务合作协议的签署方（下称“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经双方签署书面协议。双方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经签署的具体协议效力不受本次修订和重述影响，与本协议约定不一致的，以本协议约定为准。

The Parties are the parties who entered into the Exclusive Business Cooperation Agreement (hereinafter referred to as the “Original Agreement”) dated December 23, 2014. The Original Agreement provided that, the parties should agree in written before any amendment, modifications or supplement was made to the Original Agreement. The Parties intend to enter into this Agreement to amend, restate and replace all the rights and obligations under the Original Agreement with the rights and obligations provided in this Agreement, while any specific agreement signed under the Original Agreement shall remain

effective regardless of this amendment and restatement, and on the occasion of any difference, this Agreement may prevail.

2. 甲方是一家在中国成立的外商独资企业，拥有提供技术和咨询服务的必要资源；

Party A is a wholly foreign owned enterprise established in China, and has the necessary resources to provide technical and consulting services;

3. 乙方是一家在中国成立的内资公司，经中国有关政府部门依法批准可以从事的业务为：基础软件服务，应用软件开发；计算机及软件的技术开发、技术咨询、技术服务、技术转让、技术培训；设计、制作、代理、广告（除网络广告）；销售：计算机、软件及辅助设备、电子产品（除电子出版物）；增值电信业务：计算机软硬件及辅助设备，电子产品、通讯产品（除专控），智能设备，家用电器，家居用品，网络设备，灯具，安防产品，环保设备，数码产品，传感器，园艺工具，医疗器械（限二类）。乙方现时及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

Party B is a company established in China with exclusively domestic capital and is permitted by relevant PRC government authorities to engage in the following business: basic software service, application software service; technology development, consulting, service, transfer and training of computer and software; advertisement design, production, agency and publication (excluding web advertisement); sale of computer, software and ancillary equipments and electronic devices (excluding electronic publication); value-added telecommunication business: software and hardware of computers and its ancillary equipment, electronic products, communication products (excluding those under special government control), smart devices, household appliances, houseware, network equipment, lamps, security products, environmental protection equipment, digital products, sensors, gardening tools, medical devices (Class II only). The businesses conducted by Party B currently and any time during the term of this Agreement are collectively referred to as the "Principal Business";

4. 甲方同意利用其技术、人员和信息优势，在本协议期间向乙方提供有关主营业务的独家技术支持、咨询和其他服务，乙方同意接受甲方或其指定方按本协议条款的规定提供的各种服务。

Party A is willing to provide Party B with technical support, consulting services and other services on exclusive basis in relation to the Principal Business during the term of this Agreement, utilizing its advantages in technology, human resources, and information, and Party B is willing to accept such services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. **服务提供**

## Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议期间作为乙方的独家服务提供者向乙方提供全面的技术支持、咨询服务和其他服务，包括但不限于以下内容：

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with comprehensive technical support, consulting services and other services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, including but not limited to the follows:

- (1) 许可乙方使用甲方拥有合法权利的相关软件；  
Licensing Party B to use any software legally owned by Party A;
- (2) 乙方业务所需的相关应用软件的开发、维护与更新；  
Development, maintenance and update of software involved in Party B's business;
- (3) 计算机网络系统、硬件设备及数据库的设计、安装和日常管理、维护、更新；  
Design, installation, daily management, maintenance and updating of network system, hardware and database design;
- (4) 乙方相关人员的技术支持和专业培训；  
Technical support and training for employees of Party B;
- (5) 协助乙方进行有关的技术和市场信息的咨询、收集与调研（中国法律禁止外商独资企业从事的市场调查除外）；  
Assisting Party B in consultancy, collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are prohibited from conducting under PRC law);
- (6) 为乙方提供企业管理咨询；  
Providing business management consultation for Party B;
- (7) 为乙方提供市场营销和推广服务；  
Providing marketing and promotion services for Party B;
- (8) 为乙方提供客户订单管理和客户服务  
Providing customer order management and customer services for Party B;
- (9) 设备、资产出租；和  
Leasing of equipments or properties; and
- (10) 在中国法律允许的情况下，其他应乙方要求而不时提供的其他相关服务。  
Other services requested by Party B from time to time to the extent permitted under PRC law.

双方理解，甲方实际提供的服务受限于甲方经核准的经营围；如乙方要求甲方提供的服务超出甲方经核准的经营围，

甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。此外，在符合中国法律的前提下，甲方有权自行决定暂停或终止向乙方提供上述全部或部分服务，且无需承担任何法律责任。

Both Parties understand that the service offered by Party A is limited to the scope of business approved; if Party B demands any service from Party A beyond the scope of business approved, Party A will apply for a larger scope of business to the maximum extent permitted by laws and provide the relevant service after a larger scope of business is approved. In addition, Party A is entitled to suspend or terminate all or part of the service mentioned above to Party B without assuming any legal responsibility if it's in compliance with PRC laws.

- 1.2 乙方接受甲方提供的服务。乙方进一步同意，除非经甲方事先书面同意，在本协议期间，就本协议约定的服务或其他事宜，乙方不得直接或间接地从任何第三方获得任何与本协议相同或类似的服务，并不得与任何第三方就本协议所述事项建立任何类似的合作关系。双方同意，甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.3 条描述的某些协议）为乙方提供本协议约定的服务。

Party B agrees to accept all the services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not directly or indirectly accept the same or any similar services provided by any third party and shall not establish similar corporation relationship with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.3 with Party B, to provide Party B with the services under this Agreement.

### 1.3 服务的提供方式和财务支持

#### Service Providing Methodology and Finance Support

- 1.3.1 甲、乙双方同意在本协议有效期内，视情况而定，乙方可以与甲方或甲方指定的其他方进一步签订服务协议，对各项服务的具体内容、方式、人员、收费等进行约定。

Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into further service agreements with Party A or any other party designated by Party A, which shall provide the specific contents, manner, personnel, and fees for the specific services.

- 1.3.2 为更好地履行本协议，甲乙双方同意，视情况而定，乙方在本协议有效期内将与甲方或甲方指定的其他方根据业务进展需要随时签署设备、资产的租用协议，由甲方将有关的设备、资产提供给乙方使用。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into equipment or property leases with Party A or any other party designated by Party A which shall permit Party B to use Party A's relevant equipment or property based on the needs of the business of Party B.

- 1.3.3 乙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，向乙方购买任何部分或全部资产和业务，作价为中国法律允许的最低价格。届时双方将另行签订资产或业务转让合同，对该资产转让的条款和条件进行约定。

Party B hereby grants to Party A an irrevocable and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under PRC law, at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets or business transfer agreement, specifying the terms and conditions of the transfer of the assets.

- 1.3.4 为确保乙方符合日常经营中的现金流要求和/或抵消其经营过程中产生的任何损失，甲方应视实际情况而定向乙方提供财务支持（但仅在中国法律允许的范围内并将以中国法律允许的方式提供）。甲方可以采用银行委托贷款或其他合适的借款方式向乙方提供财务支持，并另行签订必要的协议。

To ensure that Party B meets the requirement of cash flow in daily operation and/or to offset any losses incurred in the process of its operation, Party A shall, depending on the actual situation, provide Party B with financial support (only to the extent and in a manner permitted by PRC laws). Party A may provide Party B with financial support by way of bank entrusted loans or other appropriate loans, and enter into separate agreements where necessary.

## 2. 服务的价格和支付方式

### **The Calculation and Payment of the Service Fees**

- 2.1 在本协议有效期内，乙方应向甲方支付的费用应按如下方式计算：

The fees payable by Party B to Party A during the term of this Agreement shall be calculated as follows:

- 2.1.1 就甲方向乙方提供的服务，乙方应定期向甲方支付服务费。每一期的服务费由管理费和服务提供费组成，上述费用总金额相当于乙方的总收入扣除成本费用和税费（不包括企业所得税）以及按照法律法规要求预留或提取的其他费用后的余额，单项管理费或服务提

供费具体金额由甲方根据以下因素确定：

Party B shall pay service fee to Party A on regular basis. The service fee for each installment shall consist of management fee and fee for services provided, the aggregate amount of which equals to the balances of the total income deducting cost and taxes (excluding enterprise income tax) as well as other fees reserved or withdrawn according to the requirements of laws and regulations, and single management fee and fee for services provided shall be determined by Party A after considering:

- (1) 服务的复杂程度及难度；  
Complexity and difficulty of the services provided by Party A;
- (2) 甲方雇员的职位和提供该等服务所需的时间；  
Title of and time consumed by employees of Party A providing the services;
- (3) 服务的具体内容和商业价值；  
Contents and value of the services provided by Party A;
- (4) 相同种类服务的市场参考价格；  
Market price of the same type of services;
- (5) 乙方的经营情况。  
Operation conditions of the Party B.

2.1.2 如果甲方向乙方转让技术或者受乙方委托进行软件或其他技术开发或者向乙方出租设备、资产，则技术转让费、委托开发费用或租金应由双方根据实际情况确定。

If Party A transfers technology to Party B or develops software or other technology as entrusted by Party B or leases equipments or properties to Party B, the technology transfer price, development fees or rent shall be determined by the Parties based on the actual situations.

2.1.3 甲方有权按期（具体期间由甲方自行决定）汇总服务费，并定期向乙方发送服务费帐单，通知乙方。乙方在接到该等通知后十日内将该等服务费付至甲方指定的银行帐户。乙方应在款项汇出后将汇出凭证复印件在十日内传真或邮寄至甲方。

Party A has the right to summarize the service fee on schedule (the specific period shall be determined by Party A at its own discretion), and send the service fee bill to Party B on a regular basis and notify Party B. Party B shall pay the service fee to the bank account designated by Party A within ten days after receiving such notice. Party B shall fax or mail the copy of the

remittance voucher to Party A within ten days after the remittance.

### 3. 知识产权和保密条款

#### Intellectual Property Rights and Confidentiality Clauses

3.1 甲方对履行本协议而产生或创造的任何和所有知识产权（包括但不限于著作权、专利权、专利申请权、软件、技术秘密、商业机密及其他）均享有独占的和排他的所有权、权利和利益。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。

Party A shall have exclusive and proprietary ownership, rights and interests in any and all intellectual properties arising out of or created during the performance of this Agreement, including but not limited to copyrights, patents, patent applications, software, technical secrets, trade secrets and others. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion for the purposes of vesting any ownership, right or interest of any such intellectual property rights in Party A, and/or perfecting the protections for any such intellectual property rights in Party A.

3.2 若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。

If the development is carried out by Party A based on the intellectual property rights of Party B, Party B must ensure that there are no defects in the intellectual property rights, otherwise Party B shall assume the losses caused to Party A. If Party A hereby assumes the liability for compensation to any third party, after making such compensation, Party A has the right to recover all its losses from Party B.

3.3 双方承认及确认有关本协议、本协议内容以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三方披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c) 由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股

东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

#### 4. 陈述和保证

##### **Representations and Warranties**

##### 4.1 甲方陈述、保证和承诺如下：

Party A hereby represents, warrants and covenants as follows:

4.1.1 甲方是按照中国法律合法成立并有效存续的外商独资企业；甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照。

Party A is a wholly foreign owned enterprise legally established and validly existing in accordance with the laws of China; Party A or the service providers designated by Party A will obtain all government permits and licenses for providing the service under this Agreement before providing such services.

4.1.2 甲方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；甲方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and

approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party A's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.1.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义务。

Without violating the laws of China, this Agreement constitutes Party A's legal, valid and binding obligations, enforceable against it in accordance with its terms.

- 4.2 乙方陈述、保证和承诺如下：

Party B hereby represents, warrants and covenants as follows:

- 4.2.1 乙方是按照中国法律合法成立且有效存续的公司，乙方获得并将维持从事主营业务所需的全部政府许可、证照，在甲方为有效履行其在本协议下的职责和义务而必需从事的一切事务中，协助甲方、向甲方提供充分合作及积极配合甲方提供的服务，接受甲方就乙方业务提出的合理的意见和建议，按照本协议的约定及时足额向甲方支付服务费。

Party B is a company legally established and validly existing in accordance with the laws of China and has obtained and will maintain all permits and licenses for engaging in the Principal Business. In all matters that Party A must engage in to effectively perform its duties and obligations under this Agreement, Party B shall assist and provide Party A with full cooperation and actively cooperate with the services provided by Party A, accept Party A's reasonable opinions and suggestions on Party B's business, and pay the service fees to Party A in full and in time according to the provisions of this Agreement.

- 4.2.2 乙方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；乙方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.2.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义

务。

Without violating the laws of China, this Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.

## 5. 协议期限

### Term of Agreement

- 5.1 本协议自双方正式签署之日起生效；除非本协议明确约定或甲方书面决定终止本协议，本协议永久有效。

This Agreement shall become effective upon execution by the Parties. Unless terminated in accordance with the provisions of this Agreement or terminated in writing by Party A, this Agreement shall remain effective.

- 5.2 如果在本协议有效期内，任何一方的经营期限届满，则该方应及时续展其经营期限，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准或同意，则本协议于该方经营期限届满之时终止。

During the term of this Agreement, each Party shall renew its operation term prior to the expiration thereof so as to enable this Agreement to remain effective. This Agreement shall be terminated upon the expiration of the operation term of a Party if the application for renewal of its operation term is not approved by relevant government authorities.

- 5.3 在本协议终止之后，双方在第 3、6、7 条和本第 5.3 条下的权利和义务将继续有效。

The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

## 6. 适用法律和争议解决

### Governing Law and Resolution of Disputes

- 6.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决适用中国的法律。

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

- 6.2 因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对双方均有约束力。受限于中国法律

的规定，仲裁员可就乙方的股权或土地等资产实施限制和/或作出处置（如以其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行乙方的清算。双方同意，受限於中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、乙方注册成立地以及甲方关联上市公司或乙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on both Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party B's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party B through arbitration. Both Parties agree that subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party B, and the place where the principal assets of listed company associated with Party A or Party B are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 7. 违约责任和补偿

### **Breach of Agreement and Indemnification**

- 7.1 若乙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方给予损害赔偿；本第 7.1 条不应妨碍甲方在本协议下的任何其他权利。

If Party B conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B to indemnify all damages; this Section 7.1 shall not prejudice any other rights of Party A herein.

- 7.2 除非法律另有规定，乙方在任何情况均无权利终止或解除本协议。

Unless otherwise required by applicable laws, Party B shall not have any right to terminate this Agreement in any event.

- 7.3 就甲方根据本协议向乙方提供的服务所产生或引起的针对甲方的诉讼、请求或其他要求而招致的任何损失、损害、责任或费用都应由乙方补偿给甲方，以使甲方不受任何损害，除非该损失、损害、责任或费用是因甲方的重大过失或故意不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the services provided by Party A to Party B pursuant this Agreement, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

## 8. 不可抗力

### **Force Majeure**

- 8.1 若由于地震、台风、洪水、火灾、流行病、战争、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（“不可抗力”），而直接致使本协议任何一方不能履行或不能完全履行本协议时，则受上述不可抗力影响的一方不对此不履行或部份履行承担责任。但该受影响方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五天内向另外一方提供不可抗力事件的详情，解释其此种不能履行、部份不能履行或需要迟延履行原因。

In the case of any force majeure events (“Force Majeure”) such as earthquake, typhoon, flood, fire, flu, war, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, which directly or indirectly causes the failure of either Party to perform or completely perform this Agreement, then the Party affected by such Force Majeure shall give the other Party written notices without any delay, and shall provide details of such event within 15 days after sending out such notice, explaining the reasons for such failure of, partial or delay of performance.

- 8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当证明，其不得免于未能履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

If such Party claiming Force Majeure fails to notify the other Party and furnish it with proof pursuant to the above provision, such Party shall not be excused from the non-performance of its obligations hereunder. The Party so affected by the event of Force Majeure shall use reasonable efforts to minimize the consequences of such Force Majeure and to promptly resume performance hereunder whenever the causes of such excuse are cured. Should the Party so affected by the event of Force Majeure fail to resume performance hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.

- 8.3 不可抗力发生时，双方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

In the event of Force Majeure, the Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.

## 9. 通知

### Notices

- 9.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 9.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of receipt or refusal at the address specified for notices.

9.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

乙方： 杭州涂鸦科技有限公司

Party B: Hangzhou Tuya Technology Co., Ltd.

地址： 杭州市西湖区三墩镇华策中心1号楼602室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

9.3 任何一方可按本条规定随时给另一方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

## 10. 协议的转让

### Assignment

10.1 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 乙方在此同意，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party and in case of such assignment, Party A is only required to give written notice to Party B and does not need any consent from Party B for such assignment.

- 10.3 本协议项下的权利义务对协议双方的权利义务受让人、继承人（无论该等权利义务受让是由收购、重组、继承、转让或其他原因导致）具有法律约束力。

The rights and obligations under this Agreement shall be legally binding on the assignee and successor of the rights and obligations of the Parties to the Agreement (regardless of whether the transfer of such rights and obligations is caused by acquisition, reorganization, inheritance, assignment or other reasons).

## 11. 协议的分割性

### **Severability**

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 12. 协议的修改、补充

### **Amendments and Supplements**

双方可以书面协议方式对本协议作出修改和补充。经过双方签署的有关本协议的修改协议和补充协议是本协议组成部分，具有与本协议同等的法律效力。在合理可行且不违反中国法律的情况下，本协议双方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement. To the extent that it is reasonably practicable and not in violation of the laws

of China, the Parties hereto shall modify this Agreement in relation to the laws and regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

13. 语言和副本

**Language and Counterparts**

本协议以中文和英文书就，一式二份，甲乙双方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English language in two copies, each Party having one copy. The Chinese version and English version shall have equal legal validity.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaoan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

乙方：杭州涂鸦科技有限公司  
Party B: Hangzhou Tuya Technology Co., Ltd.

签字：  
By:   
姓名：陈燎罕  
Name: Liaohan CHEN  
职位：法定代表人  
Title: Legal Representative



**经修订和重述的独家购买权协议**  
**Amended and Restated Exclusive Option Agreement**

本经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 林耀纳，一位中国公民，其身份证号码：330327198303300959；及

**Party B:** Yaona LIN, a Chinese citizen with Identification No.: 330327198303300959; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：

Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 11.47% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 11.47% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议的签署方（“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 (the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖

### Sale and Purchase of Equity Interest

#### 1.1 授予权利

##### Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

#### 1.2 行使步骤

##### Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 条项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从事业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会 and/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会 and/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；  
Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;

3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；  
Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;

3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；  
Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.

3.7 丙方遵守适用于资产的收购的所有法律和法规；和  
Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。  
There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### **4. 有效期** **Effective Date and Term**

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### **5. 适用法律与争议解决** **Governing Law and Dispute Resolution**

##### **5.1 适用法律** **Governing Law**

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 林耀纳

**Party B:** Yaona LIN

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

**Party C:** Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。

Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此, 各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效, 以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

乙方: 林耀纳  
Party B: Yaona LIN

签字: 林耀纳  
By: 林耀纳  
姓名: 林耀纳

有鉴于此,各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效,以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方: 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



## 授权委托书 Power of Attorney

本人，林耀纳，中国公民，身份证号码为 330327198303300959，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）11.47%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Yaona LIN, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 330327198303300959, and a holder of 11.47% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鉴于此，本人签署了本授权委托书并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Yaona LIN  
林耀纳

签署：  
By: 林耀纳  
日期: 2022年1月19日  
Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司

Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:



陈燎罕

Liaohan CHEN

法定代表人

Legal Representative



**经修订和重述的股权质押协议**  
**Amended and Restated Equity Interest Pledge Agreement**

本经修订和重述的股权质押协议（下称“本协议”）由下列各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Equity Interest Pledge Agreement (this “Agreement”) has been executed by and among the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司，下称“质权人”），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd., hereinafter “Pledgee”), a wholly foreign owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

乙方： 陈沛泓（下称“出质人”），一位中国公民，其身份证号码：450502198203040310；及

Party B: Peihong CHEN (hereinafter “Pledgor”), a Chinese citizen with Chinese Identification No.: 450502198203040310; and

丙方： 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市西湖区三墩镇华策中心 1 号楼 602 室。

Party C: Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou.

在本协议中，质权人、出质人和丙方以下各称“一方”，合称“各方”。

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

**鉴于：**

**Whereas:**

1. 各方是日期为 2014 年 12 月 23 日的股权质押协议的签署方（“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经办理且仍然有效的股权质押出质登记不受本次修订和重述影响，其继续有效，各方无需重新办理登记。

The Parties are parties who entered into the Equity Interest Pledge Agreement dated December 23, 2014 (the “Original Agreement”). The Original Agreement provided that any amendments, modifications and supplements to the Original Agreement shall

require the execution of a written agreement by the Parties. The Parties intend to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under in the Original Agreement with the rights and obligations provided in this Agreement. The registration of equity pledge under the Original Agreement which has been completed and remains valid is not subject to the amendment and restatement and continue to be valid. No re-registration is required for the Parties.

2. 出质人是公民，在本协议签署日，持有丙方 4.91%的股权。丙方是一家在中国浙江省杭州市注册成立的有限责任公司。丙方有意在此确认出质人和质权人在本协议下的权利和义务并提供必要的协助登记该质权；  
Pledgor is a citizen of China who as of the date hereof holds 4.91% of equity interests of Party C. Party C is a limited liability company registered in Hangzhou, Zhejiang, China. Party C acknowledges the respective rights and obligations of Pledgor and Pledgee under this Agreement, and intends to provide any necessary assistance in registering the Pledge;
3. 质权人是一家在中国注册的外商独资企业。质权人与出质人所部分拥有的丙方签订了独家业务合作协议（定义如下）；质权人与出质人、丙方签订了独家购买权协议（定义如下）；出质人签署了授权质权人的授权委托书（定义如下）。  
Pledgee is a wholly foreign-owned enterprise registered in China. Pledgee and Party C which is partially owned by Pledgor have executed an Exclusive Business Cooperation Agreement (as defined below); Party C, Pledgee and Pledgor have executed an Exclusive Option Agreement (as defined below); Pledgor has executed a Power of Attorney (as defined below) in favor of Pledgee.
4. 为了保证丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务，出质人以其在丙方中拥有的全部股权向质权人就丙方和出质人履行独家业务合作协议、独家购买权协议和授权委托书项下的义务做出质押担保。  
To ensure that Party C and Pledgor fully perform their obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney, Pledgor hereby pledges to the Pledgee all of the equity interest that Pledgor holds in Party C as security for Party C's and Pledgor's obligations under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and the Power of Attorney.
5. 为了履行交易文件的条款，各方商定按照以下条款签订本协议。  
To perform the provisions of the Transaction Documents (as defined below), the Parties have mutually agreed to execute this Agreement upon the following terms.

## 1. 定义 Definitions

除非本协议另有规定，下列词语含义为：

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

- 1.1 质权：指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所

享有的，以出质人质押给质权人的质押股权折价或拍卖、变卖该质押股权的价款优先受偿的权利。

**Pledge:** shall refer to the security interest granted by Pledgor to Pledgee pursuant to Section 2 of this Agreement, i.e., the right of Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest.

- 1.2 质押股权：指出质人现在持有的丙方 4.91%的股权，以及其将来持有的在丙方的全部股权权益。

**Equity Interest:** shall refer to 4.91% equity interests in Party C currently held by Pledgor, and all of the equity interest hereafter acquired by Pledgor in Party C.

- 1.3 质押期限：指本协议第 3 条规定的期间。

**Term of Pledge:** shall refer to the term set forth in Section 3 of this Agreement.

- 1.4 交易文件：指丙方与质权人于 2014 年 12 月 23 日签订的的独家业务合作协议以及其任何修改、修订和/或重述（“独家业务合作协议”）；出质人、丙方与质权人于 2014 年 12 月 23 日签订的独家购买权协议以及其任何修改、修订和/或重述（“独家购买权协议”）；和出质人于 2014 年 12 月 23 日签署的授权委托书以及其任何修改、修订和/或重述（“授权委托书”）。

**Transaction Documents:** shall refer to the Exclusive Business Cooperation Agreement executed by and between Party C and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Business Cooperation Agreement”), the Exclusive Option Agreement executed by and among Pledgor, Party C, and Pledgee on December 23, 2014 and any modifications, amendments and/or restatements thereto (the “Exclusive Option Agreement”), Power of Attorney executed on December 23, 2014 by Pledgor and any modifications, amendments and/or restatements thereto (the “Power of Attorney”).

- 1.5 合同义务：指出质人在独家购买权协议、授权委托书和本协议项下所负的所有义务；丙方在独家业务合作协议、独家购买权协议和本协议项下所负的所有义务。

**Contract Obligations:** shall refer to all the obligations of Pledgor under the Exclusive Option Agreement, the Power of Attorney and this Agreement; all the obligations of Party C under the Exclusive Business Cooperation Agreement, the Exclusive Option Agreement and this Agreement.

- 1.6 担保债务：指质权人因出质人和/或丙方的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失。该等损失的金额的依据包括但不限于质权人合理的商业计划和盈利预测、丙方在独家业务合作协议项下应支付的服务费用，及质权人为强制出质人和/或丙方执行其合同义务而发生的所有费用。

Secured Indebtedness: shall refer to all the direct, indirect and derivative losses and losses of anticipated profits, suffered by Pledgee, incurred as a result of any Event of Default. The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of Pledgee, the consulting and service fees payable to Pledgee under the Exclusive Business Cooperation Agreement, all expenses occurred in connection with enforcement by Pledgee of Pledgor's and/or Party C's Contract Obligations and etc.

- 1.7 违约事件：指本协议第 7 条所列任何情况。  
Event of Default: shall refer to any of the circumstances set forth in Section 7 of this Agreement.
- 1.8 违约通知：指质权人根据本协议发出的宣布违约事件的通知。  
Notice of Default: shall refer to the notice issued by Pledgee in accordance with this Agreement declaring an Event of Default.

## 2. 质权 Pledge

- 2.1 出质人兹同意将质押股权按照本协议的约定出质给质权人作为履行合同义务和偿还担保债务的担保。丙方兹同意出质人按照本协议的约定将质押股权出质给质权人。

Pledgor agrees to pledge all the Equity Interest as security for performance of the Contract Obligations and payment of the Secured Indebtedness under this Agreement. Party C hereby assents that Pledgor pledges the Equity Interest to the Pledgee pursuant to this Agreement.

- 2.2 在质押期限内，质权人有权收取质押股权所产生的红利或股利。在质权人事先书面同意的情况下，出质人方可就质押股权而分得股利或分红。出质人因质押股权而分得的股利或分红在扣除出质人缴纳的个人所得税后应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，将此等红利、股利无条件地赠送给质权人或质权人指定的人。

During the term of the Pledge, Pledgee is entitled to receive dividends distributed on the Equity Interest. Pledgor may receive dividends distributed on the Equity Interest only with prior written consent of Pledgee. Dividends received by Pledgor on Equity Interest after deduction of individual income tax paid by Pledgor shall be, as required by Pledgee, (1) deposited into an account designated and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

- 2.3 在质权人事先书面同意的情况下，出质人方可对丙方增资。出质人因对公司增资而在公司注册资本中增加的出资额亦属于质押股权。

Pledgor may subscribe for capital increase in Party C only with prior written consent of Pledgee. Any equity interest obtained by Pledgor as a result of Pledgor's subscription of the increased registered capital of the Company shall also be deemed as Equity Interest.

- 2.4 如丙方根据中国法律的强制性规定或经甲方书面同意需予以解散或清算，出质人在丙方依法完成解散或清算程序后，从丙方依法分配的任何利益，应根据质权人的要求（1）存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者（2）在不违反中国法律的前提下，无条件地赠予质权人或质权人指定的人。

In the event that Party C is required by PRC law or upon the written consent by Party A to be liquidated or dissolved, any interest distributed to Pledgor upon Party C's dissolution or liquidation shall, upon the request of the Pledgee, be (1) deposited into an account designate and supervised by Pledgee and used to secure the Contract Obligations and pay the Secured Indebtedness prior and in preference to make any other payment; or (2) unconditionally donated to Pledgee or any other person designated by Pledgee to the extent permitted under applicable PRC laws.

### 3. 质押期限

#### Term of Pledge

- 3.1 本质权自本协议项下的质押股权出质在相应的工商行政管理机关登记之日起生效，质权有效期持续到所有合同义务履行完毕和所有的担保债务支付完毕为止。出质人和丙方应（一）自本协议签署之日起 3 个工作日内，将本协议的质权登记在丙方股东名册上，并（二）自本协议签署之日起 30 个工作日内向相应的工商行政管理机关申请登记本协议项下的质权。各方共同确认，为办理股权质押工商登记手续，各方及丙方其他股东应将本协议或者一份按照丙方所在地工商行政管理部门要求的形式签署的、真实反映本协议项下质权信息的股权质押合同（以下简称“工商登记质押合同”）提交给工商行政管理机关，工商登记质押合同中未约定事项或与本协议约定不一致的，仍以本协议约定为准。出质人和丙方应当按照中国法律法规和有关工商行政管理机关的各项要求，提交所有必要的文件并办理所有必要手续，保证质权在递交申请后尽快获得登记。

The Pledge shall become effective on such date when the pledge of the Equity Interest contemplated herein is registered with relevant administration for industry and commerce (the "AIC"). The Pledge shall remain effective until all Contract Obligations have been fully performed and all Secured Indebtedness have been fully paid. Pledgor and Party C shall (1) register the Pledge in the shareholders' register of Party C within 3 business days following the execution of this Agreement, and (2) submit an application to the AIC for the registration of the Pledge of the Equity Interest contemplated herein within 30 business days following the execution of this Agreement. The parties covenant that for the purpose of registration of the Pledge, the parties hereto and all other shareholders of Party C shall submit to the AIC this Agreement or an equity interest pledge

contract in the form required by the AIC at the location of Party C which shall truly reflect the information of the Pledge hereunder (the "AIC Pledge Contract"). For matters not specified in the AIC Pledge Contract or any discrepancies with this Agreement, the parties shall be bound by the provisions of this Agreement. Pledgor and Party C shall submit all necessary documents and complete all necessary procedures, as required by the PRC laws and regulations and the relevant AIC, to ensure that the Pledge of the Equity Interest shall be registered with the AIC as soon as possible after submission for filing.

- 3.2 质押期限内，如出质人和/或丙方未履行合同义务或支付担保债务，质权人有权但无义务按本协议的规定行使质权。

During the Term of Pledge, in the event Pledgor and/or Party C fails to perform the Contract Obligations or pay Secured Indebtedness, Pledgee shall have the right, but not the obligation, to exercise the Pledge in accordance with the provisions of this Agreement.

#### 4. 质权凭证的保管

##### **Custody of Records for Equity Interest subject to Pledge**

- 4.1 在本协议规定的质押期限内，出质人应在本协议签订之日起一周内将记载质权的股东名册交付质权人保管。质权人将在本协议规定的全部质押期间一直保管该等文件。

During the Term of Pledge set forth in this Agreement, Pledgor shall deliver to Pledgee's custody the shareholders' register containing the Pledge within one week from the execution of this Agreement. Pledgee shall have custody of such document during the entire Term of Pledge set forth in this Agreement.

#### 5. 出质人和丙方的陈述和保证

##### **Representations and Warranties of Pledgor and Party C**

出质人和丙方特此在本协议签署之日向甲方共同及分别陈述和保证如下：

As of the execution date of this Agreement, Pledgor and Party C hereby jointly and severally represent and warrant to Pledgee that:

- 5.1 出质人是质押股权唯一的合法所有人。  
Pledgor is the sole legal and beneficial owner of the Equity Interest.
- 5.2 质权人有权以本协议规定的方式处分并转让质押股权。  
Pledgee shall have the right to dispose of and transfer the Equity Interest in accordance with the provisions set forth in this Agreement.
- 5.3 除本质权之外，出质人未在质押股权上设置任何其他质押权利或其他担保权益。  
Except for the Pledge, Pledgor has not placed any security interest or other encumbrance on the Equity Interest.

- 5.4 出质人和丙方已经取得政府部门和第三方的同意及批准（若需）以签署，交付和履行本协议。

Pledgor and Party C have obtained any and all approvals and consents from applicable government authorities and third parties (if required) for execution, delivery and performance of this Agreement.

- 5.5 本协议的签署、交付和履行均不会：(i)导致违反任何有关的中国法律（本协议第 14.2 条除外）；(ii)与丙方章程或其他组织文件相抵触；(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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或(v)导致向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。

The execution, delivery and performance of this Agreement will not: (i) violate any relevant PRC laws (except for Section 14.2 of this Agreement); (ii) conflict with Party C's articles of association or other constitutional documents; (iii) result in any breach of or constitute any default under any contract or instrument to which it is a party or by which it is otherwise bound; (iv) result in any violation of any condition for the grant and/or maintenance of any permit or approval granted to any Party; or (v) cause any permit or approval granted to any Party to be suspended, cancelled or attached with additional conditions.

## 6. 出质人和丙方的承诺

### Covenants of Pledgor and Party C

- 6.1 在本协议存续期间，出质人和丙方共同和分别向质权人承诺：

During the term of this Agreement, Pledgor and Party C hereby jointly and severally covenant to the Pledgee:

- 6.1.1 除履行交易文件外，未经质权人事先书面同意，出质人不得转让质押股权或其任何部分，不得在质押股权上设立或允许存在任何担保或其他债务负担；

Pledgor shall not transfer the Equity Interest, place or permit the existence of any security interest or other encumbrance on the Equity Interest or any portion thereof, without the prior written consent of Pledgee, except for the performance of the Transaction Documents;

- 6.1.2 出质人和丙方遵守并执行所有有关权利质押的法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于五（5）日内向质权人出示上述通知、指令或建议，同时遵守上述通知、指令或建议，或按照质权人的合理要求或经质权人同意就上述事宜提出反对意见和陈述；

Pledgor and Party C shall comply with the provisions of all laws and regulations applicable to the pledge of rights, and within five (5) days of

receipt of any notice, order or recommendation issued or prepared by relevant competent authorities regarding the Pledge, shall present the aforementioned notice, order or recommendation to Pledgee, and shall comply with the aforementioned notice, order or recommendation or submit objections and representations with respect to the aforementioned matters upon Pledgee's reasonable request or upon consent of Pledgee;

- 6.1.3 出质人和丙方将任何可能导致对质押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。

Pledgor and Party C shall promptly notify Pledgee of any event or notice received by Pledgor that may have an impact on the Equity Interest or any portion thereof, as well as any event or notice received by Pledgor that may have an impact on any guarantees and other obligations of Pledgor arising out of this Agreement.

- 6.1.4 丙方应在其经营期限届满前三（3）个月内办理完成延长经营期限的登记手续，以使本协议的效力得以持续。

Party C shall complete the registration procedures for extension of the term of operation within three (3) months prior to the expiration of such term to maintain the validity of this Agreement.

- 6.2 出质人同意，质权人按本协议条款取得的对质权享有的权利，不应受到出质人或出质人的继承人或出质人之代理人或任何其他通过法律程序的中断或妨害，出质人的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该等继承人或代理人不会损害或妨碍本协议的履行。

Pledgor agrees that the rights acquired by Pledgee in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Pledgor or any heirs or representatives of Pledgor or any other persons through any legal proceedings. Any heirs or representatives of the Pledgor shall cooperate with the other Parties to this Agreement to make all necessary arrangements and sign all necessary documents, ensuring the fulfillment of this Agreement will not be harmed or prevented by these heirs or representatives.

- 6.3 出质人向质权人保证，为保护或完善本协议对合同义务和担保债务的担保，出质人将诚实签署、并促使其他与质权有利害关系的当事人签署质权人要求的所有的权利证书、契约和/或履行并促使其他有利害关系的当事人履行质权人要求的的行为，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)签署所有的有关质押股权所有权的文件，并在合理期间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 the Contract Obligations and Secured Indebtedness, 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 Pledgee. Pledgor also undertakes to perform and to cause other parties who have an interest in the Pledge to perform actions required by Pledgee, to facilitate the exercise by Pledgee of its rights and authority granted thereto by this Agreement, and to enter into all relevant documents regarding ownership of Equity Interest with Pledgee or designee(s) of Pledgee (natural persons/legal persons). Pledgor undertakes to provide Pledgee within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Pledgee.

- 6.4 出质人向质权人保证，出质人将遵守、履行本协议项下所有的保证、承诺、协议、陈述及条件。如出质人不履行或不完全履行其保证、承诺、协议、陈述及条件，出质人应赔偿质权人由此遭受的一切损失。  
Pledgor hereby undertakes to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure or partial performance of its guarantees, promises, agreements, representations and conditions, Pledgor shall indemnify Pledgee for all losses resulting therefrom.

## 7. 违约事件

### Event of Breach

- 7.1 下列事项均被视为违约事件：

The following circumstances shall be deemed Event of Default:

- 7.1.1 出质人对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；

Pledgor's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;

- 7.1.2 丙方对其在交易文件及/或本协议项下的任何陈述、保证或义务的违反；

Party C's any breach to any representations, warranties or obligations under the Transaction Documents and/or this Agreement;

- 7.1.3 乙方或丙方在交易文件及/或本协议项下任何一项或多项义务被视为不合法或无效交易。

Any or various obligation(s) of Party B or Party C under the Transaction Documents and/or this Agreement is/are treated as illegal or void transaction.

- 7.2 如知道或发现本第 7.1 条所述的任何事项或可能导致上述事项的事件已经发生，出质人和丙方应立即以书面形式通知质权人。

Upon notice or discovery of the occurrence of any circumstances or event that may lead to the aforementioned circumstances described in Section 7.1, Pledgor and Party C shall immediately notify Pledgee in writing accordingly.

- 7.3 除非第 7.1 条下的违约事件在质权人向出质人和/或丙方发出要求其修补此违约行为通知后的二十（20）天之内已经按质权人要求获得救济，质权人在其后的任何时间，可向出质人发出书面违约通知，要求依据第 8 条行使质权。

Unless an Event of Default set forth in this Section 7.1 has been successfully resolved to Pledgee's satisfaction within twenty (20) days after the Pledgee and /or Party C delivers a notice to the Pledgor requesting ratification of such Event of Default, Pledgee may issue a Notice of Default to Pledgor in writing at any time thereafter, demanding the Pledgor to immediately exercise the Pledge in accordance with the provisions of Section 8 of this Agreement.

## 8. 质权的行使 Exercise of Pledge

- 8.1 在质人行使其质押权利时，质权人应向出质人发出书面违约通知。  
Pledgee shall issue a written Notice of Default to Pledgor when it exercises the Pledge.

- 8.2 受限于第 7.3 条的规定，质权人可在按第 8.1 条发出违约通知之后的任何时间里对质权行使处分的权利。质权人决定行使处分质权的权利时，出质人即不再拥有任何与质押股权有关的权利和利益。

Subject to the provisions of Section 7.3, Pledgee may exercise the right to enforce the Pledge at any time after the issuance of the Notice of Default in accordance with Section 8.1. Once Pledgee elects to enforce the Pledge, Pledgor shall cease to be entitled to any rights or interests associated with the Equity Interest.

- 8.3 质权人有权在根据第 8.1 条发出违约通知后，行使其根据中国法律、交易文件及本协议条款而享有的全部违约救济权利，包括但不限于以质押股权折价或以拍卖、变卖质押股权所得的价款以优先受偿。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

After Pledgee issues a Notice of Default to Pledgor in accordance with Section 8.1, Pledgee may exercise any remedy measure under applicable PRC laws, the Transaction Documents and this Agreement, including but not limited to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest. The Pledgee shall not be liable for any loss incurred by its duly exercise of such rights and powers.

- 8.4 质人行使质权获得的款项，应优先支付因处分质押股权而应缴的税费和向质权人履行合同义务及偿还担保债务。扣除上述款项后如有余款，质权

人应将余款交还出质人或根据有关法律、法规对该款项享有权利的其他人或者向出质人所在地公证机关提存，由此所生之任何费用全部由出质人承担；在中国法律允许的情况下，出质人应将上述款项无条件地赠予质权人或质权人指定的人。

The proceeds from exercise of the Pledge by Pledgee shall be used to pay for tax and expenses incurred as result of disposing the Equity Interest and to perform Contract Obligations and pay the Secured Indebtedness to the Pledgee prior and in preference to any other payment. After the payment of the aforementioned amounts, the remaining balance shall be returned to Pledgor or any other person who have rights to such balance under applicable laws or be deposited to the local notary public office where Pledgor resides, with all expense incurred being borne by Pledgor. To the extent permitted under applicable PRC laws, Pledgor shall unconditionally donate the aforementioned proceeds to Pledgee or any other person designated by Pledgee.

- 8.5 质权人有权选择同时或先后行使其享有的任何违约救济，质权人在行使本协议项下的以质押股权折价或拍卖、变卖质押股权所得款项优先受偿的权利前，无须先行使其他违约救济。

Pledgee may exercise any remedy measure available simultaneously or in any order. Pledgee may exercise the right to being paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from auction or sale of the Equity Interest under this Agreement, without exercising any other remedy measure first.

- 8.6 质权人有权以书面方式指定其律师或其他代理人行使其质权，出质人或丙方对此均不得提出异议。

Pledgee is entitled to designate an attorney or other representatives to exercise the Pledge on its behalf, and Pledgor or Party C shall not raise any objection to such exercise.

- 8.7 质权人依照本协议处分质权时，出质人和丙方应予以必要的协助，以使质权人实现其质权。

When Pledgee disposes of the Pledge in accordance with this Agreement, Pledgor and Party C shall provide necessary assistance to enable Pledgee to enforce the Pledge in accordance with this Agreement.

## 9. 违约责任

### **Breach of Agreement**

- 9.1 若出质人或丙方实质性违反本协议项下所作的任何一项约定，质权人有权终止本协议和/或要求出质人或丙方给予损害赔偿；本第 9 条不应妨碍质权人在本协议下的任何其他权利；

If Pledgor or Party C conducts any material breach of any term of this Agreement, Pledgee shall have right to terminate this Agreement and/or require Pledgor or

Party C to indemnify all damages; this Section 9 shall not prejudice any other rights of Pledgee herein;

9.2 除非法律另有规定，出质人或丙方在任何情况均无任何权利终止或解除本协议。

Pledgor or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by applicable laws.

## 10. 转让

### Assignment

10.1 除非经质权人事先同意，出质人和丙方无权赠予或转让其在本协议项下的权利义务。

Without Pledgee's prior written consent, Pledgor and Party C shall not have the right to assign or delegate their rights and obligations under this Agreement.

10.2 本协议对出质人及其继任人和经许可的受让人均有约束力，并且对质权人及每一继任人和受让人有效。

This Agreement shall be binding on Pledgor and his/her successors and permitted assigns, and shall be valid with respect to Pledgee and each of his/her successors and assigns.

10.3 质权人可以在任何时候将其在交易文件和本协议中的所有或任何权利和义务转让给其指定的人，在这种情况下，受让人应享有和承担交易文件和本协议项下质权人享有和承担的权利和义务，如同其作为原协议方应享有和承担的一样。

At any time, Pledgee may assign any and all of its rights and obligations under the Transaction Documents and this Agreement to its designee(s), in which case the assigns shall have the rights and obligations of Pledgee under the Transaction Documents and this Agreement, as if it were the original party to the Transaction Documents and this Agreement.

10.4 因转让所导致的质权人变更后，应质权人要求，出质人和/或丙方应与新的质权人签订一份内容与本协议一致的新质押协议，并在相应的工商行政管理机关进行登记。

In the event of change of Pledgee due to assignment, Pledgor and/or Party C shall, at the request of Pledgee, execute a new pledge agreement with the new pledgee on the same terms and conditions as this Agreement, and register the same with the relevant AIC.

10.5 出质人和丙方应严格遵守本协议和各方单独或共同签署的其他有关协议的规定，包括交易文件，履行交易文件项下的义务，并不进行任何足以影响协议的有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对质押股权还留存的权利。

Pledgor and Party C shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by the Parties hereto or any of them, including the Transaction Documents, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. Any remaining rights of Pledgor with respect to the Equity Interest pledged hereunder shall not be exercised by Pledgor except in accordance with the written instructions of Pledgee.

## 11. 终止

### Termination

- 11.1 在出质人和丙方充分、完全地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的要求，在尽早合理可行的时间内，解除本协议下的质押股权的质押，并配合出质人办理注销在丙方的股东名册内所作的股权质押的登记以及办理在相关工商行政管理部门的质押注销登记。质权人确认，一旦中国法律及监管政策允许质权人可以持有丙方的股权并且丙方可以继续合法从事其业务，或者质权人可以合法地从事丙方的业务，质权人将尽快行使独家购买权协议项下的股权购买权或其第 1.5 条项下资产购买权，以使质权人直接经营丙方业务或直接持有丙方的股权，未免疑义，此项确认系质权人为满足甲方控股股东上市地监管机构之要求而作出，出质人和丙方不得就此向质权人提出任何主张和权利，另外在此情形下，各方应采取合理措施配合终止交易文件。

Upon the fulfillment of all Contract Obligations and the full payment of all Secured Indebtedness by Pledgor and Party C, Pledgee shall release the Pledge under this Agreement upon Pledgor's request as soon as reasonably practicable and shall assist Pledgor to de-register the Pledge from the shareholders' register of Party C and with relevant PRC local administration for industry and commerce. Pledgee acknowledges that, once Pledgee can hold Party C's equity interest directly and Party C can continue to undertake its business legally or Pledgee can undertake Party C's business legally pursuant to the PRC laws and regulatory policy, Pledgee will exercise the Equity Purchase Option under the Exclusive Option Agreement or the Asset Purchase Option in Section 1.5 thereof as soon as possible, so that Pledgee can operate Party C's business directly or hold Party C's equity directly. For the avoidance of doubt, this acknowledgement is made by Pledgee to meet the requirements of the regulatory authorities in the place where the controlling shareholder of Party A is listed, and Pledgor and Party C shall not assert any claims and rights against Pledgee thereupon. In addition, in this case, the Parties shall adopt reasonable measures to assist with the termination of the Transaction Documents.

- 11.2 本协议第 9、13、14 条和本第 11.2 条的规定在本协议终止后继续有效。  
The provisions under Sections 9, 13, 14 and 11.2 herein of this Agreement shall survive the expiration or termination of this Agreement.

## 12. 手续费及其他费用

## Handling Fees and Other Expenses

一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由丙方承担。

All fees and out of pocket expenses relating to this Agreement, including but not limited to legal costs, costs of production, stamp tax and any other taxes and fees, shall be borne by Party C.

## 13. 保密责任 Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 14. 适用法律和争议的解决 Governing Law and Resolution of Disputes

14.1 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。

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

14.2 因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions and/or dispose of Party's C equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party C through arbitration. Parties agree that subject to the provisions of the laws of China, pending the formation of arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C, and the place where the principal assets of listed company associated with Party A or Party C are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

14.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 15. 通知 Notices

15.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by E-mail. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

15.2 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在发送或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

15.3 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

15.4 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方：杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址：杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人：陈燎罕

Attn: Liaohan CHEN

乙方： 陈沛泓

Party B: Peihong CHEN

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

丙方： 杭州涂鸦科技有限公司

Party C: Hangzhou Tuya Technology Co., Ltd.

地址： 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

- 15.5 任何一方可按本条规定随时给其他各方发出通知来改变其接收通知的地址。  
Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

## 16. 分割性 Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Contract are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Contract shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 17. 附件 Attachments

本协议所列附件，为本协议不可分割的组成部分。

The attachments set forth herein shall be an integral part of this Agreement.

## 18. 生效

## Effectiveness

- 18.1 本协议自各方正式签署之日起生效。  
This Agreement shall become effective upon execution by the Parties.
- 18.2 本协议的任何修改、补充或变更，均须采用书面形式，经各方签字或盖章并按规定办理政府登记（如需）后生效。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。  
Any amendments, changes and supplements to this Agreement shall be in writing and shall become effective upon completion of the governmental filing procedures (if applicable) after the affixation of the signatures or seals of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

## 19. 语言和副本

### Language and Counterparts

本协议以中文和英文书就，一式四份，质权人、出质人和丙方各持一份，剩余一份用于登记。中英文版本具有同等效力。

This Agreement is written in Chinese and English in four copies. Pledgor, Pledgee and Party C shall hold one copy respectively and the other copy shall be used for registration. The Chinese version and English version shall have equal legal validity.

本页其余部分刻意留为空白

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有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

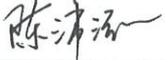
签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

乙方： 陈沛泓  
Party B: Peihong CHEN

签字：   
By: \_\_\_\_\_  
姓名： 陈沛泓

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的股权质押协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Equity Interest Pledge Agreement as of the date first above written.

丙方： 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字：  
By:   
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



附件:

**Attachments:**

1. 丙方股东名册  
Shareholders' Register of Party C
2. 独家业务合作协议  
Exclusive Business Cooperation Agreement
3. 独家购买权协议  
Exclusive Option Agreement
4. 授权委托书  
Power of Attorney

## 杭州涂鸦科技有限公司股东名册

股东名称	认缴出资额 (万元)	实缴出资额 (万元)	出资比例 (%)
王学集	606.90	9.891	60.69
陈燎罕	131.00	0.00	13.10
林耀纳	114.70	0.00	11.47
周瑞鑫	98.30	0.00	9.83
陈沛泓	49.10	0.00	4.91
<b>合计</b>	<b>1,000.00</b>	<b>9.891</b>	<b>100.00</b>

杭州涂鸦科技有限公司(盖章)



**经修订和重述的独家业务合作协议**  
**Amended and Restated Exclusive Business Cooperation Agreement**

本经修订和重述的独家业务合作协议（下称“本协议”）由以下双方于2022年1月19日在中华人民共和国（下称“中国”）杭州市签署。

This amended and restated Exclusive Business Cooperation Agreement (this “Agreement”) is made and entered into by and between the following parties on January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”).

甲方： 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司）  
地址： 杭州市西湖区浙商财富中心3号楼701室  
Party A: Hangzhou Tuya Information Technology Co., Ltd. (formerly known as Hangzhou Aixiangji Technology Co., Ltd.)  
Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

乙方： 杭州涂鸦科技有限公司  
地址： 杭州市西湖区三墩镇华策中心1号楼602室  
Party B: Hangzhou Tuya Technology Co., Ltd.  
Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

甲方和乙方以下各称为“一方”，统称为“双方”。

Each of Party A and Party B shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

鉴于：

Whereas,

1. 各方是日期为2014年12月23日的独家业务合作协议的签署方（下称“原协议”）。原协议规定，对原协议作出任何修订、修改与补充，必须经双方签署书面协议。双方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务，原协议项下已经签署的具体协议效力不受本次修订和重述影响，与本协议约定不一致的，以本协议约定为准。

The Parties are the parties who entered into the Exclusive Business Cooperation Agreement (hereinafter referred to as the “Original Agreement”) dated December 23, 2014. The Original Agreement provided that, the parties should agree in written before any amendment, modifications or supplement was made to the Original Agreement. The Parties intend to enter into this Agreement to amend, restate and replace all the rights and obligations under the Original Agreement with the rights and obligations provided in this Agreement, while any specific agreement signed under the Original Agreement shall remain

effective regardless of this amendment and restatement, and on the occasion of any difference, this Agreement may prevail.

2. 甲方是一家在中国成立的外商独资企业，拥有提供技术和咨询服务的必要资源；

Party A is a wholly foreign owned enterprise established in China, and has the necessary resources to provide technical and consulting services;

3. 乙方是一家在中国成立的内资公司，经中国有关政府部门依法批准可以从事的业务为：基础软件服务，应用软件开发；计算机及软件的技术开发、技术咨询、技术服务、技术转让、技术培训；设计、制作、代理、广告（除网络广告）；销售：计算机、软件及辅助设备、电子产品（除电子出版物）；增值电信业务：计算机软硬件及辅助设备，电子产品、通讯产品（除专控），智能设备，家用电器，家居用品，网络设备，灯具，安防产品，环保设备，数码产品，传感器，园艺工具，医疗器械（限二类）。乙方现时及在本协议有效期内的任何时候所经营并发展的所有业务活动以下合称“主营业务”；

Party B is a company established in China with exclusively domestic capital and is permitted by relevant PRC government authorities to engage in the following business: basic software service, application software service; technology development, consulting, service, transfer and training of computer and software; advertisement design, production, agency and publication (excluding web advertisement); sale of computer, software and ancillary equipments and electronic devices (excluding electronic publication); value-added telecommunication business: software and hardware of computers and its ancillary equipment, electronic products, communication products (excluding those under special government control), smart devices, household appliances, houseware, network equipment, lamps, security products, environmental protection equipment, digital products, sensors, gardening tools, medical devices (Class II only). The businesses conducted by Party B currently and any time during the term of this Agreement are collectively referred to as the "Principal Business";

4. 甲方同意利用其技术、人员和信息优势，在本协议期间向乙方提供有关主营业务的独家技术支持、咨询和其他服务，乙方同意接受甲方或其指定方按本协议条款的规定提供的各种服务。

Party A is willing to provide Party B with technical support, consulting services and other services on exclusive basis in relation to the Principal Business during the term of this Agreement, utilizing its advantages in technology, human resources, and information, and Party B is willing to accept such services provided by Party A or Party A's designee(s), each on the terms set forth herein.

据此，甲方和乙方经协商一致，达成如下协议：

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

1. **服务提供**

## Services Provided by Party A

- 1.1 按照本协议条款和条件，乙方在此委任甲方在本协议期间作为乙方的独家服务提供者向乙方提供全面的技术支持、咨询服务和其他服务，包括但不限于以下内容：

Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with comprehensive technical support, consulting services and other services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, including but not limited to the follows:

- (1) 许可乙方使用甲方拥有合法权利的相关软件；  
Licensing Party B to use any software legally owned by Party A;
- (2) 乙方业务所需的相关应用软件的开发、维护与更新；  
Development, maintenance and update of software involved in Party B's business;
- (3) 计算机网络系统、硬件设备及数据库的设计、安装和日常管理、维护、更新；  
Design, installation, daily management, maintenance and updating of network system, hardware and database design;
- (4) 乙方相关人员的技术支持和专业培训；  
Technical support and training for employees of Party B;
- (5) 协助乙方进行有关的技术和市场信息的咨询、收集与调研（中国法律禁止外商独资企业从事的市场调查除外）；  
Assisting Party B in consultancy, collection and research of technology and market information (excluding market research business that wholly foreign-owned enterprises are prohibited from conducting under PRC law);
- (6) 为乙方提供企业管理咨询；  
Providing business management consultation for Party B;
- (7) 为乙方提供市场营销和推广服务；  
Providing marketing and promotion services for Party B;
- (8) 为乙方提供客户订单管理和客户服务  
Providing customer order management and customer services for Party B;
- (9) 设备、资产出租；和  
Leasing of equipments or properties; and
- (10) 在中国法律允许的情况下，其他应乙方要求而不时提供的其他相关服务。  
Other services requested by Party B from time to time to the extent permitted under PRC law.

双方理解，甲方实际提供的服务受限于甲方经核准的经营围；如乙方要求甲方提供的服务超出甲方经核准的经营围，

甲方将在法律允许的最大限度内申请扩大其经营范围，并在获准扩大其经营范围后提供相关服务。此外，在符合中国法律的前提下，甲方有权自行决定暂停或终止向乙方提供上述全部或部分服务，且无需承担任何法律责任。

Both Parties understand that the service offered by Party A is limited to the scope of business approved; if Party B demands any service from Party A beyond the scope of business approved, Party A will apply for a larger scope of business to the maximum extent permitted by laws and provide the relevant service after a larger scope of business is approved. In addition, Party A is entitled to suspend or terminate all or part of the service mentioned above to Party B without assuming any legal responsibility if it's in compliance with PRC laws.

- 1.2 乙方接受甲方提供的服务。乙方进一步同意，除非经甲方事先书面同意，在本协议期间，就本协议约定的服务或其他事宜，乙方不得直接或间接地从任何第三方获得任何与本协议相同或类似的服务，并不得与任何第三方就本协议所述事项建立任何类似的合作关系。双方同意，甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.3 条描述的某些协议）为乙方提供本协议约定的服务。

Party B agrees to accept all the services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not directly or indirectly accept the same or any similar services provided by any third party and shall not establish similar corporation relationship with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.3 with Party B, to provide Party B with the services under this Agreement.

### 1.3 服务的提供方式和财务支持

#### Service Providing Methodology and Finance Support

- 1.3.1 甲、乙双方同意在本协议有效期内，视情况而定，乙方可以与甲方或甲方指定的其他方进一步签订服务协议，对各项服务的具体内容、方式、人员、收费等进行约定。

Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into further service agreements with Party A or any other party designated by Party A, which shall provide the specific contents, manner, personnel, and fees for the specific services.

- 1.3.2 为更好地履行本协议，甲乙双方同意，视情况而定，乙方在本协议有效期内将与甲方或甲方指定的其他方根据业务进展需要随时签署设备、资产的租用协议，由甲方将有关的设备、资产提供给乙方使用。

To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, where necessary, Party B may enter into equipment or property leases with Party A or any other party designated by Party A which shall permit Party B to use Party A's relevant equipment or property based on the needs of the business of Party B.

- 1.3.3 乙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，向乙方购买任何部分或全部资产和业务，作价为中国法律允许的最低价格。届时双方将另行签订资产或业务转让合同，对该资产转让的条款和条件进行约定。

Party B hereby grants to Party A an irrevocable and exclusive option to purchase from Party B, at Party A's sole discretion, any or all of the assets and business of Party B, to the extent permitted under PRC law, at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets or business transfer agreement, specifying the terms and conditions of the transfer of the assets.

- 1.3.4 为确保乙方符合日常经营中的现金流要求和/或抵消其经营过程中产生的任何损失，甲方应视实际情况而定向乙方提供财务支持（但仅在中国法律允许的范围内并将以中国法律允许的方式提供）。甲方可以采用银行委托贷款或其他合适的借款方式向乙方提供财务支持，并另行签订必要的协议。

To ensure that Party B meets the requirement of cash flow in daily operation and/or to offset any losses incurred in the process of its operation, Party A shall, depending on the actual situation, provide Party B with financial support (only to the extent and in a manner permitted by PRC laws). Party A may provide Party B with financial support by way of bank entrusted loans or other appropriate loans, and enter into separate agreements where necessary.

## 2. 服务的价格和支付方式

### **The Calculation and Payment of the Service Fees**

- 2.1 在本协议有效期内，乙方应向甲方支付的费用应按如下方式计算：

The fees payable by Party B to Party A during the term of this Agreement shall be calculated as follows:

- 2.1.1 就甲方向乙方提供的服务，乙方应定期向甲方支付服务费。每一期的服务费由管理费和服务提供费组成，上述费用总金额相当于乙方的总收入扣除成本费用和税费（不包括企业所得税）以及按照法律法规要求预留或提取的其他费用后的余额，单项管理费或服务提

供费具体金额由甲方根据以下因素确定：

Party B shall pay service fee to Party A on regular basis. The service fee for each installment shall consist of management fee and fee for services provided, the aggregate amount of which equals to the balances of the total income deducting cost and taxes (excluding enterprise income tax) as well as other fees reserved or withdrawn according to the requirements of laws and regulations, and single management fee and fee for services provided shall be determined by Party A after considering:

- (1) 服务的复杂程度及难度；  
Complexity and difficulty of the services provided by Party A;
- (2) 甲方雇员的职位和提供该等服务所需的时间；  
Title of and time consumed by employees of Party A providing the services;
- (3) 服务的具体内容和商业价值；  
Contents and value of the services provided by Party A;
- (4) 相同种类服务的市场参考价格；  
Market price of the same type of services;
- (5) 乙方的经营情况。  
Operation conditions of the Party B.

2.1.2 如果甲方向乙方转让技术或者受乙方委托进行软件或其他技术开发或者向乙方出租设备、资产，则技术转让费、委托开发费用或租金应由双方根据实际情况确定。

If Party A transfers technology to Party B or develops software or other technology as entrusted by Party B or leases equipments or properties to Party B, the technology transfer price, development fees or rent shall be determined by the Parties based on the actual situations.

2.1.3 甲方有权按期（具体期间由甲方自行决定）汇总服务费，并定期向乙方发送服务费帐单，通知乙方。乙方在接到该等通知后十日内将该等服务费付至甲方指定的银行帐户。乙方应在款项汇出后将汇出凭证复印件在十日内传真或邮寄至甲方。

Party A has the right to summarize the service fee on schedule (the specific period shall be determined by Party A at its own discretion), and send the service fee bill to Party B on a regular basis and notify Party B. Party B shall pay the service fee to the bank account designated by Party A within ten days after receiving such notice. Party B shall fax or mail the copy of the

remittance voucher to Party A within ten days after the remittance.

### 3. 知识产权和保密条款

#### Intellectual Property Rights and Confidentiality Clauses

3.1 甲方对履行本协议而产生或创造的任何和所有知识产权（包括但不限于著作权、专利权、专利申请权、软件、技术秘密、商业机密及其他）均享有独占的和排他的所有权、权利和利益。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权的所有权、权利和权益赋予甲方，和/或完善对甲方此等知识产权权利的保护。

Party A shall have exclusive and proprietary ownership, rights and interests in any and all intellectual properties arising out of or created during the performance of this Agreement, including but not limited to copyrights, patents, patent applications, software, technical secrets, trade secrets and others. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion for the purposes of vesting any ownership, right or interest of any such intellectual property rights in Party A, and/or perfecting the protections for any such intellectual property rights in Party A.

3.2 若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。

If the development is carried out by Party A based on the intellectual property rights of Party B, Party B must ensure that there are no defects in the intellectual property rights, otherwise Party B shall assume the losses caused to Party A. If Party A hereby assumes the liability for compensation to any third party, after making such compensation, Party A has the right to recover all its losses from Party B.

3.3 双方承认及确认有关本协议、本协议内容以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。双方应对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三方披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c) 由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股

东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

#### 4. 陈述和保证

##### **Representations and Warranties**

##### 4.1 甲方陈述、保证和承诺如下：

Party A hereby represents, warrants and covenants as follows:

4.1.1 甲方是按照中国法律合法成立并有效存续的外商独资企业；甲方或其指定的服务提供方将在根据本协议提供任何服务前获得提供该等服务所需的全部政府许可、证照。

Party A is a wholly foreign owned enterprise legally established and validly existing in accordance with the laws of China; Party A or the service providers designated by Party A will obtain all government permits and licenses for providing the service under this Agreement before providing such services.

4.1.2 甲方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；甲方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party A has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and

approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party A's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.1.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义务。

Without violating the laws of China, this Agreement constitutes Party A's legal, valid and binding obligations, enforceable against it in accordance with its terms.

- 4.2 乙方陈述、保证和承诺如下：

Party B hereby represents, warrants and covenants as follows:

- 4.2.1 乙方是按照中国法律合法成立且有效存续的公司，乙方获得并将维持从事主营业务所需的全部政府许可、证照，在甲方为有效履行其在本协议下的职责和义务而必需从事的一切事务中，协助甲方、向甲方提供充分合作及积极配合甲方提供的服务，接受甲方就乙方业务提出的合理的意见和建议，按照本协议的约定及时足额向甲方支付服务费。

Party B is a company legally established and validly existing in accordance with the laws of China and has obtained and will maintain all permits and licenses for engaging in the Principal Business. In all matters that Party A must engage in to effectively perform its duties and obligations under this Agreement, Party B shall assist and provide Party A with full cooperation and actively cooperate with the services provided by Party A, accept Party A's reasonable opinions and suggestions on Party B's business, and pay the service fees to Party A in full and in time according to the provisions of this Agreement.

- 4.2.2 乙方已采取必要的公司行为，获得必要的授权，并取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议；乙方对本协议的签署，交付和履行并不违反法律法规的明确规定。

Party B has taken all necessary corporate actions, obtained all necessary authorizations as well as all consents and approvals from third parties and government agencies (if required) for the execution, delivery and performance of this Agreement. Party B's execution, delivery and performance of this Agreement do not violate any explicit requirements under any law or regulation.

- 4.2.3 在不违反中国法律的前提下，本协议构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义

务。

Without violating the laws of China, this Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.

## 5. 协议期限

### Term of Agreement

- 5.1 本协议自双方正式签署之日起生效；除非本协议明确约定或甲方书面决定终止本协议，本协议永久有效。

This Agreement shall become effective upon execution by the Parties. Unless terminated in accordance with the provisions of this Agreement or terminated in writing by Party A, this Agreement shall remain effective.

- 5.2 如果在本协议有效期内，任何一方的经营期限届满，则该方应及时续展其经营期限，以使本协议得以继续有效和执行。如一方续展经营期限之申请未获任何主管部门批准或同意，则本协议于该方经营期限届满之时终止。

During the term of this Agreement, each Party shall renew its operation term prior to the expiration thereof so as to enable this Agreement to remain effective. This Agreement shall be terminated upon the expiration of the operation term of a Party if the application for renewal of its operation term is not approved by relevant government authorities.

- 5.3 在本协议终止之后，双方在第 3、6、7 条和本第 5.3 条下的权利和义务将继续有效。

The rights and obligations of the Parties under Sections 3, 6, 7 and this Section 5.3 shall survive the termination of this Agreement.

## 6. 适用法律和争议解决

### Governing Law and Resolution of Disputes

- 6.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决适用中国的法律。

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

- 6.2 因解释和履行本协议而发生的任何争议，本协议双方应首先通过友好协商的方式加以解决。如果在一方向另一方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对双方均有约束力。受限于中国法律

的规定，仲裁员可就乙方的股权或土地等资产实施限制和/或作出处置（如以其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行乙方的清算。双方同意，受限於中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、乙方注册成立地以及甲方关联上市公司或乙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai. The arbitration award shall be final and binding on both Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party B's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets), or grant other interim relief, or order winding up of Party B through arbitration. Both Parties agree that subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party B, and the place where the principal assets of listed company associated with Party A or Party B are located) shall have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitration award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitration award.

- 6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，双方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## 7. 违约责任和补偿

### **Breach of Agreement and Indemnification**

- 7.1 若乙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方给予损害赔偿；本第 7.1 条不应妨碍甲方在本协议下的任何其他权利。

If Party B conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B to indemnify all damages; this Section 7.1 shall not prejudice any other rights of Party A herein.

- 7.2 除非法律另有规定，乙方在任何情况均无权利终止或解除本协议。

Unless otherwise required by applicable laws, Party B shall not have any right to terminate this Agreement in any event.

- 7.3 就甲方根据本协议向乙方提供的服务所产生或引起的针对甲方的诉讼、请求或其他要求而招致的任何损失、损害、责任或费用都应由乙方补偿给甲方，以使甲方不受任何损害，除非该损失、损害、责任或费用是因甲方的重大过失或故意不当行为而产生的。

Party B shall indemnify and hold harmless Party A from any losses, injuries, obligations or expenses caused by any lawsuit, claims or other demands against Party A arising from or caused by the services provided by Party A to Party B pursuant this Agreement, except where such losses, injuries, obligations or expenses arise from the gross negligence or willful misconduct of Party A.

## 8. 不可抗力

### **Force Majeure**

- 8.1 若由于地震、台风、洪水、火灾、流行病、战争、罢工以及其他任何无法预见并且是受影响方无法防止亦无法避免的不可抗力事件（“不可抗力”），而直接致使本协议任何一方不能履行或不能完全履行本协议时，则受上述不可抗力影响的一方不对此不履行或部份履行承担责任。但该受影响方须立即毫不迟延地向另外一方发出书面通知，并须在发出该书面通知后十五天内向另外一方提供不可抗力事件的详情，解释其此种不能履行、部份不能履行或需要迟延履行原因。

In the case of any force majeure events (“Force Majeure”) such as earthquake, typhoon, flood, fire, flu, war, strikes or any other events that cannot be predicted and are unpreventable and unavoidable by the affected Party, which directly or indirectly causes the failure of either Party to perform or completely perform this Agreement, then the Party affected by such Force Majeure shall give the other Party written notices without any delay, and shall provide details of such event within 15 days after sending out such notice, explaining the reasons for such failure of, partial or delay of performance.

- 8.2 若主张不可抗力的一方未能根据以上规定通知另一方并提供适当证明，其不得免于未能履行其在本协议项下义务的责任。受不可抗力影响的一方应作出合理的努力，以减低该不可抗力造成的后果，并在该不可抗力终止后尽快恢复履行所有有关义务。如受不可抗力影响的一方在因不可抗力而暂免履行义务的理由消失后未有恢复履行有关义务，该方应就此向另一方承担责任。

If such Party claiming Force Majeure fails to notify the other Party and furnish it with proof pursuant to the above provision, such Party shall not be excused from the non-performance of its obligations hereunder. The Party so affected by the event of Force Majeure shall use reasonable efforts to minimize the consequences of such Force Majeure and to promptly resume performance hereunder whenever the causes of such excuse are cured. Should the Party so affected by the event of Force Majeure fail to resume performance hereunder when the causes of such excuse are cured, such Party shall be liable to the other Party.

- 8.3 不可抗力发生时，双方应立即互相协商，以求达致公平解决方案，并须作出一切合理努力，尽量减低该不可抗力造成的后果。

In the event of Force Majeure, the Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.

## 9. 通知

### Notices

- 9.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

- 9.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日。

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of receipt or refusal at the address specified for notices.

9.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

9.2 为通知的目的，双方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

甲方： 杭州涂鸦信息技术有限公司

Party A: Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

乙方： 杭州涂鸦科技有限公司

Party B: Hangzhou Tuya Technology Co., Ltd.

地址： 杭州市西湖区三墩镇华策中心1号楼602室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

9.3 任何一方可按本条规定随时给另一方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

## 10. 协议的转让

### Assignment

10.1 乙方不得将其在本协议项下的权利与义务转让给第三方，除非事先征得甲方的书面同意。

Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

10.2 乙方在此同意，甲方可以向第三方转让其在本协议项下的权利和义务，并在该等转让发生时甲方仅需向乙方发出书面通知，并且无需再就该等转让征得乙方的同意。

Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party and in case of such assignment, Party A is only required to give written notice to Party B and does not need any consent from Party B for such assignment.

- 10.3 本协议项下的权利义务对协议双方的权利义务受让人、继承人（无论该等权利义务受让是由收购、重组、继承、转让或其他原因导致）具有法律约束力。

The rights and obligations under this Agreement shall be legally binding on the assignee and successor of the rights and obligations of the Parties to the Agreement (regardless of whether the transfer of such rights and obligations is caused by acquisition, reorganization, inheritance, assignment or other reasons).

## 11. 协议的分割性

### **Severability**

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。双方应通过诚意磋商，争取以法律许可以及双方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## 12. 协议的修改、补充

### **Amendments and Supplements**

双方可以书面协议方式对本协议作出修改和补充。经过双方签署的有关本协议的修改协议和补充协议是本协议组成部分，具有与本协议同等的法律效力。在合理可行且不违反中国法律的情况下，本协议双方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement. To the extent that it is reasonably practicable and not in violation of the laws

of China, the Parties hereto shall modify this Agreement in relation to the laws and regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

13. 语言和副本

**Language and Counterparts**

本协议以中文和英文书就，一式二份，甲乙双方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English language in two copies, each Party having one copy. The Chinese version and English version shall have equal legal validity.



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家业务合作协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Business Cooperation Agreement as of the date first above written.

乙方：杭州涂鸦科技有限公司  
Party B: Hangzhou Tuya Technology Co., Ltd.

签字：  
By:   
姓名：陈燎罕  
Name: Liaohan CHEN  
职位：法定代表人  
Title: Legal Representative



**经修订和重述的独家购买权协议**  
**Amended and Restated Exclusive Option Agreement**

本经修订和重述的独家购买权协议（下称“本协议”）由以下各方于 2022 年 1 月 19 日在中华人民共和国（下称“中国”）杭州市签订：

This Amended and Restated Exclusive Option Agreement (this “Agreement”) is executed by and among the following Parties as of January 19, 2022 in Hangzhou, the People’s Republic of China (“China” or the “PRC”):

**甲方：** 杭州涂鸦信息技术有限公司（原杭州爱相集科技有限公司），一家依照中国法律设立和存在的外商独资公司，地址为杭州市西湖区浙商财富中心 3 号楼 701 室；

**Party A:** Hangzhou Tuya Information Technology Co., Ltd. (formerly Hangzhou Aixiangji Technology Co., Ltd.), a wholly foreign-owned enterprise, organized and existing under the laws of the PRC, with its address at Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou;

**乙方：** 陈沛泓，一位中国公民，其身份证号码：450502198203040310；及

**Party B:** Peihong CHEN, a Chinese citizen with Identification No.: 450502198203040310; and

**丙方：** 杭州涂鸦科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为杭州市三墩镇华策中心 1 号楼 602 室。

**Party C:** Hangzhou Tuya Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 602, Tower 1, Huace Center, Sandun Town, Hangzhou.

在本协议中，甲方、乙方和丙方以下各称“一方”，合称“各方”。

In this Agreement, Party A, Party B, and Party C shall each be referred to as a “Party” respectively, and they shall be collectively referred to as the “Parties.”

鉴于：

Whereas:

乙方是丙方的股东；在本协议签署日，乙方持有丙方 4.91% 的股权。

Party B is a shareholder of Party C and as of the date hereof holds 4.91% of the equity interests of Party C.

各方是日期为 2014 年 12 月 23 日的独家购买权协议的签署方（“原协议”）。

The Parties are parties to that certain Exclusive Option Agreement dated as of December 23, 2014 (the “Original Agreement”).

原协议规定，对原协议作出任何修订、修改与补充，必须经各方签署书面协议。

The Original Agreement provided that any amendments, changes, and supplements to the Original Agreement shall require the execution of a written agreement by all of the Parties.

各方拟签署本协议，用本协议规定的权利和义务修订、重述并替代原协议规定的所有权利和义务。

The Parties desire to enter into this Agreement in order to amend, restate and replace in its entirety the rights and obligations under the Prior Agreement with the rights and obligations provided in this Agreement.

现各方协商一致，达成如下协议：

After mutual discussions and negotiations, the Parties have now reached the following agreement:

## 1. 股权买卖 Sale and Purchase of Equity Interest

### 1.1 授予权利 Option Granted

鉴于甲方向乙方支付了人民币一元作为对价，且乙方确认收到并认为该对价足够，乙方在此不可撤销地授予甲方在中国法律允许的前提下，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买或指定一人或多人（“被指定人”）从乙方购买其届时所持有的丙方的全部或部分股权的一项不可撤销的专有权（“股权购买权”）。除甲方和被指定人外，任何其他人均不得享有股权购买权或其他与乙方股权有关的权利。丙方特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

In consideration of the payment of RMB1.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A a binding and exclusive right to purchase, or designate one or more persons (each, a “Designee”) to purchase the equity interests in Party C then held by Party B at once or at multiple times at any time in part or in whole at Party A’s sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the “Equity Interest Purchase Option”). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term “person” as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts, or non-corporate organizations.

### 1.2 行使步骤 Steps for Exercise of the Equity Interest Purchase Option

甲方行使其股权购买权以符合中国法律和法规的规定为前提。甲方行使股权购买权时，应向乙方发出书面通知（“股权购买通知”），股权购买通知应载明以下事项：(a)甲方或被指定人关于行使股权购买权的决定；(b)甲方或被指定人拟从乙方购买的股权份额（“被购买股权”）；和(c)被购买股权的购买日/转让日。Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the “Equity Interest Purchase Option Notice”), specifying: (a) Party A’s or the Designee’s decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased by Party A or the Designee from Party B (the

“Optioned Interests”); and (c) the date for purchasing the Optioned Interests or the date for transfer of the Optioned Interests.

### 1.3 股权买价

#### Equity Interest Purchase Price

被购买股权的买价（“基准买价”）应为人民币一元。如果在甲方行权时中国法律所允许的最低价格高于基准买价，则转让价格应以中国法律所允许的最低价格为准（统称“股权买价”）。

The purchase price of the Optioned Interests (the “Base Price”) shall be RMB1.00. If PRC law requires a minimum price higher than the Base Price when Party A exercises the Equity Interest Purchase Option, the minimum price regulated by PRC law shall be the purchase price (collectively, the “Equity Interest Purchase Price”).

### 1.4 转让被购买股权

#### Transfer of Optioned Interests

甲方每次行使股权购买权时：

For each exercise of the Equity Interest Purchase Option:

1.4.1 乙方应责成丙方及时召开股东会会议，在该会议上，应通过批准乙方向甲方和/或被指定人转让被购买股权的决议；

Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B’s transfer of the Optioned Interests to Party A and/or the Designee(s);

1.4.2 乙方应就其向甲方和/或被指定人转让被购买股权取得丙方其他股东同意该转让并放弃优先购买权的书面声明；

Party B shall obtain written statements from the other shareholders of Party C giving consent to the transfer of the equity interest to Party A and/or the Designee(s) and waiving any right of first refusal related thereto;

1.4.3 乙方应与甲方和/或被指定人（视情况而定）按照本协议及股权购买通知的规定，为每次转让签订股权转让合同；

Party B shall execute an equity interest transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;

1.4.4 有关方应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给甲方和/或被指定人并使甲方和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、乙方股权质押协议和乙方授权委托书项下产生的任何担保权益。本协议所规定的“乙方股权质押协议”指甲方、乙方和丙方于

本协议签署之日签订的股权质押协议及对其的任何修改、修订或重述；本协议所规定的“乙方授权委托书”指乙方于本协议签署之日签署的授权甲方的授权委托书及对其的任何修改、修订或重述。

The relevant Parties shall execute all other necessary contracts, agreements, or documents, obtain all necessary government licenses and permits, and take all necessary actions to transfer the valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, “security interests” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention, or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, Party B’s Equity Interest Pledge Agreement, and Party B’s Power of Attorney. “Party B’s Equity Interest Pledge Agreement” as used in this Agreement shall refer to the Interest Pledge Agreement executed by and among Party A, Party B and Party C on the date hereof and any modifications, amendments, and restatements thereto. “Party B’s Power of Attorney” as used in this Agreement shall refer to the Power of Attorney executed by Party B on the date hereof granting Party A with a power of attorney and any modifications, amendments, and restatements thereto.

## 1.5 资产购买权

### Asset Purchase Option

丙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律法规允许的范围内，由甲方自行选择，由甲方或被指定人按照甲方自行决定的步骤随时向丙方购买丙方的任何部分或全部资产，作价为中国法律允许的最低价格。届时甲方或被指定人和丙方将另行签订一份资产转让合同，对该资产转让的条款和条件进行约定。

Party C hereby grants to Party A an irrevocable and exclusive option to have Party A or its Designee to purchase from Party C, at Party A’s sole discretion, at any time and in accordance with the procedures decided by Party A in its sole discretion, any or all of the assets of Party C, to the extent permitted under PRC law, and at the lowest purchase price permitted by PRC law. The Parties shall then enter into a separate assets transfer agreement, specifying the terms and conditions of the transfer of the assets.

## 1.6 乙方和丙方同意，在甲方或甲方指定的第三方行使股权购买权或本协议第 1.5 项下资产购买权时，在符合当时中国法律的规定和要求的前提下，乙方和丙方因此而获得的全部价款将按甲方的要求全额返还甲方或其指定的第三方。

Party B and Party C agree that when Party A or a third party designated by Party A exercises the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein, all the consideration received by Party B and Party C for this purpose will be fully returned to Party A or a third party designated by Party A upon the request of Party A, provided that the then prevailing rules and requirements in the PRC laws are complied with.

## 2. 承诺

## Covenants

### 2.1 有关丙方的承诺

#### Covenants regarding Party C

乙方（作为丙方的股东）和丙方在此承诺：

Party B (as a shareholder of Party C) and Party C hereby covenant on the following:

2.1.1 未经甲方的事先书面同意，不得以任何形式补充、更改或修改丙方公司章程文件，增加或减少其注册资本，或以其他方式改变其注册资本结构；  
Without the prior written consent of Party A, they shall not in any manner supplement, change, or amend the articles of association of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;

2.1.2 按照良好的财务和商业标准及惯例，保持其公司的存续，取得和维持丙方从事业务所需的全部政府许可、证照，审慎地及有效地经营其业务和处理事务，未经甲方事先书面同意，丙方不得改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices, as well as obtain and maintain all necessary government licenses and permits by prudently and effectively operating its business and handling its affairs. Without the prior written consent of Party A, Party C shall not change the principal business or significantly adjust the business scope, model, profiting model, marketing strategies, operating policy or relationship with customers;

2.1.3 未经甲方的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置丙方超过人民币 50 万元以上的任何重大资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage, or dispose of in any manner any material assets of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB500,000, or allow the encumbrance thereon of any security interests;

2.1.4 未经甲方的事先书面同意，不发生、继承、保证或容许存在任何债务，但正常或日常业务过程中产生而不是通过借款方式产生的应付账款除外；

Without the prior written consent of Party A, they shall not incur, inherit, guarantee, or suffer the existence of any debt, except for payables incurred in the ordinary course of business other than through loans;

2.1.5 一直在正常业务过程中经营所有业务，以保持丙方的资产价值，不进行任何足以影响其经营状况和资产价值的作为/不作为；

They shall always operate all of Party C's businesses within the normal

business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;

- 2.1.6 未经甲方的事先书面同意,不得让丙方签订任何重大合同或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排,但在正常业务过程中签订的合同除外(就本段而言,如果一份合同的总金额超过人民币 50 万元,即被视为重大合同);  
Without the prior written consent of Party A, they shall not cause Party C to execute any major contract or execute any other contracts, agreements or arrangements that contradicts with this Agreement or may prejudice the interests of Party A hereunder, except the contracts in the ordinary course of business (for the purpose of this subsection, a contract with a price exceeding RMB500,000 shall be deemed a major contract);
- 2.1.7 未经甲方的事先书面同意,丙方不得向任何人提供贷款或信贷;  
Without the prior written consent of Party A, they shall not cause Party C to provide any person with a loan or credit;
- 2.1.8 应甲方要求,向其提供所有关于丙方的营运和财务状况的资料;  
They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 如甲方提出要求,丙方应从甲方接受的保险公司处购买和持有有关其资产和业务的保险,该保险的金额和险种应与经营类似业务的公司一致;  
If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 未经甲方的事先书面同意,丙方不得与任何人合并或联合,或对任何人进行收购或投资;  
Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire, or invest in any person;
- 2.1.11 将发生的或可能发生的与丙方资产、业务或收入有关的诉讼、仲裁或行政程序立即通知甲方;  
They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to Party C's assets, business, or revenue;
- 2.1.12 为保持丙方对其全部资产的所有权,签署所有必要或适当的文件,采取所有必要或适当的行动,提出所有必要或适当的控告,并对所有索偿进行必要或适当的抗辩;  
To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;

- 2.1.13 未经甲方事先书面同意，不得以任何形式派发股息予各股东，但一经甲方要求，丙方应立即将其所有可分配利润全部立即分配给其各股东；  
Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.14 根据甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事。  
At the request of Party A, they shall appoint any person designated by Party A as the director or executive director of Party C.
- 2.1.15 未经甲方书面同意，不得从事任何与甲方或甲方的关联公司相竞争的业务；及  
Without Party A's prior written consent, they shall not engage in any business in competition with Party A or its affiliates; and
- 2.1.16 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算。当丙方因各种原因进行清算或解散时，乙方和丙方应在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理丙方的财产。  
Unless otherwise required by PRC law, Party C shall not be dissolved or liquidated without prior written consent by Party A. When Party C is liquidated or dissolved for various reasons, Party B and Party C shall appoint the persons recommended by Party A as permitted by the PRC laws to establish a liquidation team to manage the assets of Party C.
- 2.1.17 甲方有权不时向丙方提供有关董事及管理层人员的选举或委任、员工聘任和解聘、日常经营管理以及财务管理制度等方面的建议和要求，丙方予以严格遵守和执行，且乙方和丙方将依照法律、章程及本协议的规定，采取一切必要的内部和外部程序以实现上述目的。  
Party A is entitled to offer advice and requests on the election or appointment of Directors and management members, the engagement and dismissal of employees, daily operation and management, financial management system and other matters to Party C from time to time. Party C shall strictly follow and implement the advice and requests, and Party B and Party C will adopt all necessary internal and external procedures to achieve the purpose above in accordance with the requirements of laws, the articles and this Agreement.
- 2.1.18 甲方有权定期及随时核查丙方的账目，丙方应及时准确地记账，并按甲方要求向甲方提供其账目。在本协议有效期内并不违反适用法律的情况下，丙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东及/或其委托的审计师提供有关乙方及乙方下属机构的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足其上市地证券监管的要求而披露该等信息和资料。  
Party A is entitled to verify the accounts of Party C on a regular basis and at any time. Party C shall keep the accounts timely and accurately and provide its accounts to Party A upon its request. Within the valid term of this Agreement and without violating the applicable laws, Party C agrees to

coordinate with Party A and its shareholders (including directly or indirectly) to carry out the audit (including but not limited to the audit for connected transactions and other types of audits), to provide Party A and its shareholders and/or its entrusted auditor with the information and materials relating to the operation, businesses, customers, finance and employees of Party B and its subsidiaries, and agrees the disclosure of the information and materials by the shareholders of Party A to meet the security regulatory requirements where Party A is listed.

- 2.1.19 未经甲方书面同意,乙方和丙方将不会进行任何可能实质影响丙方资产、义务、权利或公司经营的交易,在发生任何对丙方的业务及其经营产生或可能产生重大不利影响的情形时,丙方且乙方应促使丙方及时告知甲方并尽最大努力防止该等情形的发生和/或损失的扩大。

Without the prior written consent of Party A, Party B and Party C will not engage in any transaction which may materially affect the assets, obligations, rights or company operation of Party C. When any circumstance that has or may have significant adverse impacts on the business and operation of Party C occurs, Party C shall and Party B shall procure Party C to inform Party A, and shall use the best endeavors to prevent the occurrence of such circumstances and/or the increase of losses.

- 2.1.20 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定,切实履行该等协议项下的各项义务,并不进行任何足以影响该等协议的有效性和可执行性或甲方在该等协议项下权益的作为/不作为,丙方不得与任何第三方订立合伙或合资经营或利润分享的安排,或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

They shall strictly abide by the provisions of this Agreement and other agreements jointly or separately executed by and among Party B, Party C and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof or the interests of Party A hereunder and thereunder. Party C shall not execute with any third party, any partnership or joint operation or profit sharing arrangements, or other arrangements to transfer interests or share profits in the form of royalties, service fee or consulting fee.

- 2.1.21 乙方与丙方不得以作为或不作为的方式导致乙方或丙方与甲方及其股东之间产生利益冲突。如产生该等利益冲突(甲方有权单方决定该等利益冲突是否产生),则乙方与丙方应在甲方或其被指定人同意的前提下尽可能及时采取措施予以消除。

Party B and Party C shall not cause Party B or Party C to have conflicts of interest with Party A and its shareholders in the manner of action or omission. If there are conflicts of interest (Party A has the right to unilaterally determine whether such conflicts of interest arise), Party B and Party C shall take measures as timely as possible to eliminate the conflicts with the consent of Party A or its designated persons.

## 2.2 乙方的承诺 Covenants of Party B

乙方承诺：

Party B hereby covenants to the following:

- 2.2.1 未经甲方的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的丙方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，但根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage, or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.2 促使丙方股东会 and/或董事（或执行董事）不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何乙方持有之丙方的股权的合法权益或受益权，或允许在其上设置任何其他担保权益，但批准根据乙方股权质押协议和乙方授权委托书设置的权益除外；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage, or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the interest placed in accordance with Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney;
- 2.2.3 未经甲方的事先书面同意的情况下，对于丙方与任何人合并或联合，或对任何人进行收购或投资，乙方将促成丙方股东会 and/或董事（或执行董事）不予批准；  
Without the prior written consent of Party A, Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person;
- 2.2.4 将发生的或可能发生的任何关于其所拥有的股权的诉讼、仲裁或行政程序立即通知甲方；  
Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration, or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 促使丙方股东会或董事(或执行董事)表决赞成本协议规定的被购买股权的转让和/或履行本协议第 1.5 条项下之义务并应甲方之要求采取其他任何行动；  
Party B shall cause the shareholders' meeting or the directors (or the executive director) of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and/or perform the obligations under Section 1.5 herein and to take any and all other actions that may be requested by Party A;

- 2.2.6 为保持其对股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动，提出所有必要或适当的控告，并对所有索偿进行必要或适当的抗辩；  
To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary or appropriate defenses against all claims;
- 2.2.7 应甲方的要求，委任由其指定的任何人士出任丙方的董事或执行董事；  
Party B shall appoint any designee of Party A as the director or the executive director of Party C, at the request of Party A;
- 2.2.8 乙方在此放弃其对丙方其他股东向甲方转让股权所享有的优先购买权（如有），同意丙方其他股东与甲方、丙方签署与本协议、乙方股权质押协议和乙方授权委托书类似的独家购买权协议、股权质押协议和授权委托书，并保证不会采取与其他股东签署的任何该等文件相冲突的行为；  
Party B hereby waives its right of first refusal in regards to the transfer of equity interest by any other shareholder of Party C to Party A (if any), and gives consent to the execution by each other shareholder of Party C with Party A and Party C the exclusive option agreement, the equity interest pledge agreement and the power of attorney similar to this Agreement, Party B's Equity Interest Pledge Agreement, and Party B's Power of Attorney, and accepts not to take any actions in conflict with such documents executed by the other shareholders;
- 2.2.9 如乙方从丙方获得任何利润、股息、分红、或清算所得，乙方应在遵从中国法律的前提下将其及时赠予甲方或甲方指定的任何人；和  
Party B shall promptly donate any profits, interests, dividends, or proceeds of liquidation to Party A or any other person designated by Party A to the extent permitted under the applicable PRC laws; and
- 2.2.10 严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为/不作为。如果乙方对于本协议项下、乙方股权质押协议下或乙方授权委托书中的股权，还留存有任何权利，除非甲方书面指示，否则乙方仍不得行使该权利。  
Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C, and Party A, perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Equity Interest Pledge Agreement or under Party B's Power of Attorney, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.11 乙方不得进行任何可能导致丙方声誉受到不利影响的作为/不作为。  
Party B shall refrain from any action/omission that may cause the reputation

of Party C to be adversely affected.

### 3. 陈述和保证

#### Representations and Warranties

乙方和丙方特此在本协议签署之日和每一个转让日向甲方共同及分别陈述和保证如下：

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权或本协议第 1.5 条项下资产购买权而签订的任何股权转让合同(各称为“转让合同”), 并履行其在本协议和任何转让合同项下的义务的权力、能力和授权。乙方和丙方同意在甲方行使股权购买权或本协议第 1.5 条项下资产购买权时, 他们将签署与本协议条款一致的转让合同。在不违反中国法律的前提下, 本协议和其是一方的各转让合同一旦签署后, 构成或将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行;

They have the power, capacity, and authority to execute and deliver this Agreement and any equity interest transfer contracts to which they are parties concerning the Optioned Interests to be transferred thereunder or the Asset Purchase Option under Section 1.5 herein (each, a “Transfer Contract”), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A’s exercise of the Equity Interest Purchase Option or the Asset Purchase Option under Section 1.5 herein. Without violating the PRC laws, this Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid, and binding obligations, and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 乙方和丙方已经取得第三方和政府部门的同意及批准(若需)以签署, 交付和履行本协议;

Party B and Party C have obtained any and all approvals and consents from the relevant government authorities and third parties (if required) for the execution, delivery, and performance of this Agreement.

- 3.3 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会: (i)导致违反任何有关的中国法律(本协议第 2.1.16 和第 5.2 条除外); (ii)与丙方章程或其他组织文件相抵触; (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)导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件; 或(v)导致向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;

The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violations of any applicable PRC laws (excluding Section 2.1.16 and Section 5.2 herein); (ii) be inconsistent with the articles of association, bylaws, or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any

breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;

- 3.4 乙方对其在丙方拥有的股权拥有良好和可出售的所有权，除乙方股权质押协议和乙方授权委托书外，乙方在上述股权上没有设置任何担保权益；  
Party B has a good and merchantable title to the equity interests held by Party B in Party C. Except for Party B's Equity Interest Pledge Agreement and Party B's Power of Attorney, Party B has not placed any security interest on such equity interests;
- 3.5 丙方对所有资产拥有良好和可出售的所有权，丙方在上述资产上没有设置任何担保权益；  
Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;
- 3.6 丙方没有任何未偿还债务，除(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露及经甲方书面同意债务除外；  
Party C does not have any outstanding debts, except for (i) debt incurred within its normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.
- 3.7 丙方遵守适用于资产的收购的所有法律和法规；和  
Party C has complied with all laws and regulations of China applicable to asset acquisitions; and
- 3.8 目前没有悬而未决的或构成威胁的与股权、丙方资产有关的或与丙方有关的诉讼、仲裁或行政程序。  
There are no pending or threatened litigation, arbitration, or administrative proceedings relating to the equity interests in Party C, assets of Party C, or Party C.

#### 4. 有效期

##### **Effective Date and Term**

本协议自各方正式签署之日起生效，本协议在乙方持有的丙方全部股权均根据本协议的约定依法转让至甲方和/或其指定的其他人名下后终止。

This Agreement shall become effective upon execution by the Parties, and remain in effect until all equity interests held by Party B in Party C have been transferred or assigned to Party A and/or any other person designated by Party A in accordance with this Agreement.

#### 5. 适用法律与争议解决

##### **Governing Law and Dispute Resolution**

##### 5.1 适用法律

##### Governing Law

本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。  
The execution, effectiveness, construction, performance, amendment, and termination of this Agreement as well as any dispute resolution hereunder shall be governed by the laws of the PRC.

## 5.2 争议的解决方法 Methods of Dispute Resolution

因解释和履行本协议而发生的任何争议，本协议各方应首先通过友好协商的方式加以解决。如果在一方向其他方发出要求协商解决的书面通知后 30 天之内争议仍然得不到解决，则任何一方均可将有关争议提交给中国国际经济贸易仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在上海进行。仲裁裁决是终局性的，对各方均有约束力。受限于中国法律的规定，仲裁员可就丙方的股权或土地等资产实施限制和/或作出处置（如其作为补偿）、发出禁止令（如开展业务或强制资产转让）或颁布其他临时救济措施，或责令通过仲裁进行丙方的清算。各方同意，受限于中国法律的规定，在等待组成仲裁庭期间或在适当情况下，具有管辖权的法院（包括香港、甲方关联的上市公司注册成立地、丙方注册成立地以及甲方关联上市公司或丙方主要资产所在地的法院）有权颁布临时措施以支持仲裁的进行。本条款的有效性不受本协议是否变更、解除或终止的影响。仲裁裁决生效后，任何一方均有权向上述具有管辖权的法院申请执行仲裁裁决。

In the event of any dispute arising with respect to the construction and performance of this Agreement, the Parties shall first attempt to resolve the dispute through friendly negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for dispute resolution through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its arbitration rules. The arbitration shall be conducted in Shanghai, and the arbitration award shall be final and binding to all Parties. Subject to the provisions of the laws of China, the arbitrator may impose restrictions on and/or dispose of Party C's equity interests or land and other assets (such as for award of remedies), grant injunction (such as for the conduct of business or compelling the transfer of assets) or grant other interim relief, or order winding up of Party C through arbitration. The Parties agree that, subject to the provisions of the laws of China, pending the formation of the arbitration tribunal or in appropriate cases, the courts with jurisdiction (including the courts in Hong Kong, the place of incorporation of the listed company associated with Party A, the place of incorporation of Party C and the place where the principal assets of listed company associated with Party A or Party C are located) have the right to grant interim relief in support of the arbitration. The validity of this Section shall not be subject to any change, cancellation or termination of this Agreement. After the arbitral award takes effect, either Party shall have the right to apply to the said courts with jurisdiction for enforcement of the arbitral award.

## 6. 税款、费用 Taxes and Fees

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

Each Party shall pay any and all transfer and registration taxes, expenses, and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

## 7. 通知 Notices

7.1 本协议项下要求或发出的所有通知和其他通信应通过专人递送、挂号邮寄、邮资预付或商业快递服务或传真的方式发到该方下列地址。每一通知还应再以电子邮件送达。该等通知视为有效送达的日期按如下方式确定：

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, commercial courier services, or facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

7.1.1 通知如果是以专人递送、快递服务或挂号邮寄、邮资预付发出的，则以于设定为通知的地址在接收或拒收之日为有效送达日；

Notices given by personal delivery, courier services, registered mail, or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for such notices;

7.1.2 通知如果是以传真发出的，则以成功传送之日为有效送达日（应以自动生成的传送确认信息为证）。

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of the transmission).

7.2 为通知的目的，各方地址如下：

For the purpose of notices, the addresses of the Parties are as follows:

**甲方：** 杭州涂鸦信息技术有限公司

**Party A:** Hangzhou Tuya Information Technology Co., Ltd.

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District,  
Hangzhou

收件人： 陈燎罕

Attn: Liaohan CHEN

**乙方：** 陈沛泓

**Party B:** Peihong CHEN

地址： 杭州市西湖区浙商财富中心 3 号楼 701 室

Address: Room 701, Tower 3, Zhe Shang Cai Fu Center, Xihu District, Hangzhou

丙方: 杭州涂鸦科技有限公司

**Party C:** Hangzhou Tuya Technology Co., Ltd.

地址: 杭州市西湖区三墩镇华策中心 1 号楼 602 室

Address: Room 602, Tower 1, Huace Center, Sandun Town, Xihu District, Hangzhou

收件人: 陈燎罕

Attn: Liaohan CHEN

7.3 任何一方可按本条规定随时给其他方发出通知来改变其接收通知的地址。

Any Party may at any time change its address for notices by having a notice delivered to the other Parties in accordance with the terms hereof.

## 8. 保密责任

### Confidentiality

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到其他方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(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、股票交易规则、或政府部门或法院的命令而所需披露之任何信息；或(c)由任何一方就本协议所述交易而需向其股东、董事、员工、法律或财务顾问披露之信息，而该股东、董事、员工、法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方股东、董事、员工或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。

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

## 9. 进一步保证

### Further Warranties

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行

动。

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

## 10. 违约责任

### **Breach of Agreement**

10.1 若乙方或丙方实质性违反本协议项下所作的任何一项约定，甲方有权终止本协议和/或要求乙方或丙方给予损害赔偿；本第 10 条不应妨碍甲方在本协议下的任何其他权利；

If Party B or Party C conducts any material breach of any term of this Agreement, Party A shall have right to terminate this Agreement and/or require Party B or Party C to compensate all damages; this Section 10 shall not prejudice any other rights of Party A herein;

10.2 除非法律另有规定，乙方或丙方在任何情况均无权利终止或解除本协议。  
Party B or Party C shall not have any right to terminate this Agreement in any event unless otherwise required by the applicable laws.

## 11. 其他

### **Miscellaneous**

#### 11.1 修订、修改与补充

##### Amendments, changes, and supplements

对本协议作出修订、修改与补充，必须经每一方签署书面协议。在合理可行且不违反中国法律的情况下，本协议各方需就甲方控股股东上市地监管机构所发布的法律法规或监管意见修改本协议以使得本协议符合相关要求（如需）。

Any amendments, changes, and supplements to this Agreement shall require the execution of a written agreement by all of the Parties. To the extent that it is reasonably practicable and not in violation of the laws of China, the Parties hereto shall modify this Agreement in relation to the laws, regulations or regulatory opinions issued by the regulatory authorities in the place where the controlling shareholder of Party A is listed so that this Agreement meets the relevant requirements, if necessary.

#### 11.2 完整合同

##### Entire agreement

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议标的物所达成的完整合同，取代在此之前就本协议标的物达成的所有口头或书面的协商、陈述和协议。

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.

11.3 标题  
Headings

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

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.

11.4 语言  
Language

本协议以中文和英文书就，一式三份，甲乙丙三方各持一份。中英文版本具有同等效力。

This Agreement is written in both Chinese and English, and contains three copies, with each Party having one copy. The Chinese version and English version shall have equal legal validity.

11.5 可分割性  
Severability

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不能强制执行的规定所产生的经济效果相似。

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal, or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by the relevant laws and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal, or unenforceable provisions.

11.6 继任者  
Successors

本协议对各方各自的继任者和各方所允许的受让方应具有约束力并对其有利。乙方发生其他可能影响乙方行使作为丙方股东的权利的情形（包括但不限于死亡、丧失行为能力、结婚、离婚、破产等），乙方的任何继承人或代理人均应与本协议其他方配合作出所有必要安排及签署所有必要文件，使该

等继承人或代理人不会损害或阻碍本协议的履行。

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties. Where Party B has other circumstances that may affect Party B's exercise of its rights as a shareholder of Party C (including but not limited to death, incapacity, marriage, divorce, bankruptcy, etc.), any successors or agents of Party B shall cooperate with other parties to this Agreement to make all arrangements deemed necessary and sign all documents deemed necessary so that such successors or agents will not damage or hinder the performance of this Agreement.

#### 11.7 继续有效 Survival

11.7.1 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

Any obligations that occur or are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

11.7.2 本协议第 5、8、10 条和本第 11.7 条的规定在本协议终止后继续有效。

The provisions of Sections 5, 8, 10, and this Section 11.7 shall survive the termination of this Agreement.

#### 11.8 弃权 Waivers

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

甲方： 杭州涂鸦信息技术有限公司  
Party A: Hangzhou Tuya Information Technology Co., Ltd.

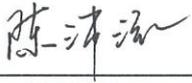
签字：  
By: 陈燎罕  
姓名： 陈燎罕  
Name: Liaohan CHEN  
职位： 法定代表人  
Title: Legal Representative



有鉴于此，各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效，以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

乙方： 陈沛泓  
Party B: Peihong CHEN

签字：   
By: \_\_\_\_\_  
姓名： 陈沛泓

有鉴于此,各方已使得经其授权的代表于文首所述日期签署了本经修订和重述的独家购买权协议并即生效,以昭信守。

IN WITNESS WHEREOF. The Parties have caused their authorized representatives to execute this Amended and Restated Exclusive Option Agreement as of the date first above written.

丙方: 杭州涂鸦科技有限公司  
Party C: Hangzhou Tuya Technology Co., Ltd.

签字:   
By: \_\_\_\_\_  
姓名: 陈燎罕  
Name: Liaohan CHEN  
职位: 法定代表人  
Title: Legal Representative



## 授权委托书 Power of Attorney

本人，陈沛泓，中国公民，身份证号码为 450502198203040310，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）4.91%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Peihong CHEN, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 450502198203040310, and a holder of 4.91% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鉴于此，本人签署了本授权委托书并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Peihong CHEN  
陈沛泓

签署:   
By: \_\_\_\_\_  
日期: 2022 年 1 月 19 日  
Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司  
Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

陈燎罕

Liaohan CHEN

法定代表人

Legal Representative



## 授权委托书 Power of Attorney

本人，王学集，中国公民，身份证号码为 330329198208082511，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）60.69%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Xueji WANG, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 330329198208082511, and a holder of 60.69% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的第二次经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的第二次经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Second Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Second Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日和 2019 年 8 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014 and August 23, 2019.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鉴于此，本人签署了本授权委托书并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Xueji WANG  
王学集

签署: 王学集  
By: 王学集  
日期: 2022年1月19日  
Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司

Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

陈燎罕

Liaohan CHEN

法定代表人

Legal Representative



## 授权委托书 Power of Attorney

本人，陈燎罕，中国公民，身份证号码为 330621198211048053，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）13.10%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Liaohan CHEN, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 330621198211048053, and a holder of 13.10% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鉴于此，本人签署了本授权委托书并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Liaohan CHEN  
陈燎罕

签署: 

By: \_\_\_\_\_

日期: 2022 年 1 月 19 日

Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司  
Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

陈燎罕

Liaohan CHEN

法定代表人

Legal Representative



## 授权委托书 Power of Attorney

本人，周瑞鑫，中国公民，身份证号码为 331004198302200614，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）9.83%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Ruixin ZHOU, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 331004198302200614, and a holder of 9.83% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

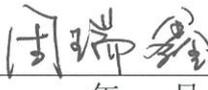
Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鑒于此，本人簽署了本授權委託書并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Ruixin ZHOU  
周瑞鑫

簽署:   
By: 周瑞鑫  
日期: 2022 年 1 月 19 日  
Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司  
Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

陈燎罕

陈燎罕 CHEN

法定代表人

Legal Representative



## 授权委托书 Power of Attorney

本人，林耀纳，中国公民，身份证号码为 330327198303300959，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）11.47%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Yaona LIN, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 330327198303300959, and a holder of 11.47% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鉴于此，本人签署了本授权委托书并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Yaona LIN  
林耀纳

签署：  
By: 林耀纳  
日期: 2022年1月19日  
Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司

Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:



陈燎罕

Liaohan CHEN

法定代表人

Legal Representative



## 授权委托书 Power of Attorney

本人，陈沛泓，中国公民，身份证号码为 450502198203040310，在本授权委托书签署之日拥有杭州涂鸦科技有限公司（“杭州涂鸦”）4.91%的股权。就本人在杭州涂鸦现时和将来持有的股权（“本人股权”），本人特此不可撤销地授权杭州涂鸦信息技术有限公司（“WFOE”）在本授权委托书的有效期限内行使如下权利：

I, Peihong CHEN, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 450502198203040310, and a holder of 4.91% of the entire registered capital in Hangzhou Tuya Technology Co., Ltd. (“Hangzhou Tuya”) as of the date when the Power of Attorney is executed, hereby irrevocably authorize Hangzhou Tuya Information Technology Co., Ltd. (“WFOE”) to exercise the following rights relating to all equity interests held by me now and in the future in Hangzhou Tuya (“My Shareholding”) during the term of this Power of Attorney:

授权 WFOE 或其指定的人士（们）（包括但不限于 WFOE 的股东的董事及其继任人和破产/清盘管理人，且应为中国公民，但不包括任何非独立或可能导致利益冲突人士（比如本人或本人的关连人士），下称“受托人”）作为本人唯一的排他的代理人就有关本人股权的事宜全权代表本人行使包括但不限于如下的权利：1）参加杭州涂鸦的股东会，签署相关会议记录/决议；2）行使按照法律和杭州涂鸦章程规定本人所享有的全部股东权和股东表决权，包括但不限于出售或转让或质押或处置本人股权的全部或任何一部分，作为代理人向相关政府主管机关或其他监管机构递交任何需由杭州涂鸦股东或董事递交的文件；以及 3）作为本人的授权代表指定和任命杭州涂鸦的法定代表人、董事、监事、总经理以及其他高级管理人员等。

The WFOE or its designated person(s) (including but not limited to the directors of WFOE's shareholders and their successors and bankruptcy/winding-up administrators, and shall be Chinese citizens, but excluding any non-independent persons or persons that may cause conflicts of interest (for example, myself or my associates), hereinafter referred to as "attorney") is hereby authorized to act on my behalf as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including but not limited to: 1) attending shareholders' meetings of Hangzhou Tuya and signing relevant meeting minutes/resolutions; 2) exercising all the shareholder's rights and shareholder's voting rights that I am entitled to under the relevant PRC laws and Hangzhou Tuya's Articles of Association, including but not limited to the sale, transfer, pledge, or disposition of My Shareholding in part or in whole, and acting as an agent to submit any documents required to be submitted by shareholders or directors of Hangzhou Tuya to relevant government authorities or other regulatory authorities; and 3) designating and appointing on my behalf the legal representative, directors, supervisors, chief executive officer, and other senior management members of Hangzhou Tuya.

本人将就 WFOE 或受托人行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件。

I will provide full assistance in respect of the WFOE or the attorney to exercise the entrusted rights, including signing relevant legal documents in a timely manner when necessary (for example, to meet the requirements of the documents to be submitted for approval, registration, and filing by government departments, or the requirements of laws and regulations, regulatory documents, articles of association or instructions or orders of other government departments).

WFOE 或受托人将有权代表本人签署本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的独家购买权协议以及本人与 WFOE、杭州涂鸦于 2022 年 1 月 19 日签署的经修订和重述的股权质押协议（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

Without limiting the generality of the powers granted hereunder, the WFOE or the attorney shall have the power and authority to, on my behalf, execute all the documents I shall sign as stipulated in the Amended and Restated Exclusive Option Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 and the Amended and Restated Equity Pledge Agreement entered into by and among myself, the WFOE, and Hangzhou Tuya on January 19, 2022 (including any modifications, amendments, and restatements thereto, collectively referred to as the “Transaction Documents”), and perform the terms of the Transaction Documents.

WFOE 或受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。本人特此确认，在任何情况下，WFOE 或受托人不应就行使上述委托权利而被要求承担任何责任或做出任何经济上的补偿，且本人同意补偿 WFOE 因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

All the actions associated with My Shareholding conducted by the WFOE or the attorney shall be deemed as my own actions, and all the documents related to My Shareholding executed by the WFOE or the attorney shall be deemed as executed by me. I hereby acknowledge and ratify those actions and/or documents by the WFOE or the attorney. I hereby confirm that under no circumstances shall the WFOE or the attorney be required to bear any responsibility or make any monetary compensation for the exercise of the above-mentioned entrusted rights, and I agree to compensate the WFOE for all losses suffered or possibly suffered due to the exercise of the entrusted rights by the designated attorney, and to protect it from damage, including but not limited to any losses caused by any third party's litigation, recovery, arbitration, claim, or administrative investigation or punishment by government authorities.

在本人作为杭州涂鸦的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of Hangzhou Tuya, this Power of Attorney shall be irrevocable and continuously effective and valid from the date of execution of this Power of Attorney.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给 WFOE 或受托人的与本人股权有关的所有权利，不再自行行使该等权利。在本人发生死亡、丧失行为能力、结婚、离婚、破产或发生其他可能影响本人行使杭州涂鸦股权的情况下，本人将确保本人的继承人或所持股权的受让人出具与本授权委托书一样的授权委托书，方可承继 / 承担本人在本授权书委托下的所有权利与义务。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to the WFOE or the attorney through this Power of Attorney, and shall not exercise such rights by myself. In the event of my death, incapacity, marriage, divorce, bankruptcy or other circumstances that may affect my exercise of shareholding in Hangzhou Tuya, I will ensure that my heirs or transferees of shareholdings will

issue the same power of attorney as this Power of Attorney before he/she can inherit/undertake all my rights and obligations under this Power of Attorney.

本人特此承诺并保证，本人上述授权并不会导致本人与 WFOE 及/或受托人实际或潜在的利益冲突。如本人和杭州涂鸦与 WFOE 或 WFOE 之境外母公司或其下属公司之间存在潜在利益冲突，在不违反中国法律法规相关规定的情况下，本人会优先保护且不会损害 WFOE 或 WFOE 之境外母公司的利益。在本人担任 WFOE 或 WFOE 之境外母公司的董事或高级管理人员的情况下，本人将授权 WFOE 或根据 WFOE 指示授权 WFOE 之直接或间接境外母公司的其它董事或高级管理人员行使本授权委托书项下的权利。本人不得对外签署任何与 WFOE 或受托人签署且正在履行中的协议等法律文件存在利益冲突的文件或作出相关承诺；本人不得以作为或不作为的方式导致本人与 WFOE 及其股东之间的利益冲突。如产生该等利益冲突（WFOE 有权单方决定该等利益冲突是否产生），则本人应在 WFOE 或受托人同意的前提下尽可能及时采取措施消除。如本人拒绝采取消除利益冲突的措施，WFOE 有权行使交易文件项下的股权购买权、质权及/或其他追究本人责任的权利。

I hereby undertake and guarantee that my above authorization will not cause actual or potential conflicts of interest between me and the WFOE and/or the attorney. If there is a potential conflict of interest between myself and Hangzhou Tuya and the WFOE or the overseas parent company of the WFOE or its subsidiaries, I will give priority to protect and will not harm the interests of the WFOE or the overseas parent company of the WFOE without violating relevant provisions of the PRC laws and regulations. In the case that I act as a director or senior management of the WFOE or the overseas parent company of the WFOE, I will authorize the WFOE or other directors or senior management of direct or indirect overseas parent company of the WFOE (according to the instructions of the WFOE) to exercise the rights under this Power of Attorney. I shall not sign or undertake not to sign any documents that have conflicts of interest with legal documents such as the agreements signed with the WFOE or the attorney and are being performed. I shall not cause any conflict of interest between myself and the WFOE and its shareholders by any act or omission. If such conflicts of interest arise (the WFOE has the right to unilaterally determine whether such conflicts of interest arise), I shall take measures to eliminate them as soon as possible with the consent of the WFOE or the attorney. The WFOE has the right to exercise the equity purchase rights, pledge rights and/or other rights to hold me accountable under the Transaction Documents if I refuse to take measures to eliminate conflicts of interest.

本授权委托书为双方就题议事项达成的全部谅解和协议，取代双方之间的日期为 2014 年 12 月 23 日的授权委托书。

This Power of Attorney is the complete and exclusive understanding and agreement between the parties regarding the subject matter hereof and supersedes that certain Power of Attorney between the parties dated as of December 23, 2014.

本授权委托书期间，上述委托权利的授予或行使因任何原因（本人违反本授权委托书的约定除外）无法实现，各方应立即寻求与无法实现的约定最相近的替代方案，并在必要时签署补充协议修改或调整本授权委托书条款，以确保可继续实现本授权委托书之目的。

During the period of this Power of Attorney, where the grant or exercise of the above-mentioned power of attorney cannot be realized for any reason (except for my violation of the agreement in this Power of Attorney), each party shall immediately seek an alternative plan that is closest to the unfulfilled agreement, and sign a supplemental agreement to modify or

adjust the terms of this Power of Attorney, when necessary, to ensure that the purpose of this Power of Attorney can continue to be realized.

本授权委托书未尽事宜，包括但不限于适用法律、争议解决等均应适用交易文件中的相关规定并依其进行解释。

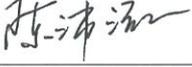
Matters not covered in this Power of Attorney, including but not limited to applicable laws, dispute resolution, etc., shall be subject to and interpreted in accordance with the relevant provisions in the Transaction Documents.

本授权委托书以中文和英文书就，中英文版本有同等效力。

This Power of Attorney is written in Chinese and English. The Chinese version and English version shall have equal legal validity.

有鉴于此，本人签署了本授权委托书并即生效，以昭信守。  
IN WITNESS WHEREOF, the Party has executed this Power of Attorney.

Peihong CHEN  
陈沛泓

签署:   
By: \_\_\_\_\_  
日期: 2022 年 1 月 19 日  
Date: 19/1/2022

接受:

Accepted by:

杭州涂鸦信息技术有限公司  
Hangzhou Tuya Information Technology Co., Ltd.

签字:

By:

姓名:

Name:

职位:

Title:

陈燎罕

Liaohan CHEN

法定代表人

Legal Representative

