

中国高科集团股份有限公司
北大培生（北京）文化发展有限公司
在线教育业务合同

China High-Tech Group Co. Ltd.

Peking University Pearson (Beijing) Cultural Development Co, Ltd.

Online Education Business Agreement

甲方：中国高科集团股份有限公司（股票代码：600730）
Party A: China High-Tech Group Co. Ltd. (Stock Code. 600730)
地址：北京市海淀区成府路 298 号中关村方正大厦 8 层
Address: Floor 8, Founder Building, 298 Chengfu Road, Haidian District, Beijing
联系人：韦俊民
Contact person: Junmin Wei

乙方：北大培生（北京）文化发展有限公司
Party B: Peking University Pearson (Beijing) Cultural Development Co, Ltd.
地址：北京市朝阳区光华路 1 号嘉里中心北楼 501
Address: Unit 501, North Tower, Kerry Centre, No.1, Guanghua Road, Chaoyang District, Beijing
联系人：赵海青
Contact person: Haiching Zhao

鉴于：
Whereas:

A. 北京大学是一所中国及国际著名的研究性高等学府，在国内外享有崇高的声誉。
Peking University is China's leading research-oriented university with a high reputation worldwide.

中国高科集团股份有限公司是一家由北京大学实际控制的企业（以下简称“中国高科”）。
CHINA HIGH-TECH Group Co. Ltd. is an enterprise controlled by Peking University (Hereinafter referred to as "CHINA HIGH-TECH").

北大培生（北京）文化发展有限公司（以下简称“北大培生”）是由北京大学和全球最大的教育集团-培生集团成立的合资公司，致力于在全球范围内促进汉语语言教学，中

国文化传播以及汉语水平自动化测评等。

Peking University Pearson (Beijing) Culture Development Co., Ltd. (Hereinafter referred to as "PKUP") is a joint venture company established by Peking University and the globally largest education group - Pearson Group, aimed at the promotion of Chinese language teaching, Chinese cultural transmission, automatic assessment of Spoken Chinese proficiency around the world.

B. 中国高科与北大培生（以下合称为“双方”）旨在通过业务合作，建立并开展针对韩国市场的“汉语在线教学及辅导项目”（以下简称“项目”），打造创新型网络教育平台，为进一步开拓全球其它市场积累成功经验，最终通过资本市场，为股东提供最大的经济及社会效益 CHINA HIGH-TECH and PKUP (Hereinafter referred to as "BOTH PARTIES") agree to establish strategic investment partnership to promote Chinese language teaching & learning in Korean market (hereinafter referred to as "Project"), create innovative online education platform, accumulate successful experiences for entering into other markets worldwide, and ultimately provide largest financial and social benefits for their shareholders via the capital market.

C. 乙方制定的项目计划书已事先提交甲方审阅并获得批准（见附件 1）。日前双方已与韩国 lumsol 公司(以下简称“lumsol”) 签署了“三方战略合作框架协议”（以下简称“三方协议”），就该项目的具体实施及项目公司的建立等事宜达成了初步协定（见附件 2）。

The Project Business Plan formulated by Party B has been reviewed and approved by Party A in advance (See Appendix I). Party A and Party B have recently executed a "Memorandum of Understanding of Tripartite Strategic Cooperation" ("MOU") with Korea lumsol Company, and reached preliminary agreement on the implementation of the Project and the establishment of the project JV company (See Appendix II).

因此，甲乙双方本着平等协商，互利共赢的原则，现就开展在线中文教育的合作事宜达成以下协议：

Therefore, based on the principles of equal consultation and mutual benefit, Party A and Party B reached the following agreement in relation to the issues of online education business development.

1 业务合作架构 / Framework of Business Cooperation

1.1 合作范围 Scope of Cooperation

甲乙双方利用各自优势，整合先进教育技术及教学、内容资源，发展针对全球市场的在线汉语教学平台，为全球汉语学习者提供高质量的教学及培训服务。业务开展将从韩国市场开始，逐步向美国，日本，东南亚，欧洲，及其它市场逐步推进。本合同针对项目在韩国市场的开发运营。

Party A and Party B shall utilize their respective strength, integrate the cutting-edge education technology, educational resource and content, develop an innovative online education platform, and provide high-quality education and training services to worldwide

Chinese learners. Business development will start from Korea, and move towards USA, Japan, South-east Asia, Europe and other markets step by step. This Agreement focuses on the business development in Korean market.

1.2 合作方式 Means of Cooperation

1.2.1

北大培生全面负责在线教育业务的开发及运营，具体职责包括但不限于：a. 整合各方资源，利用北京大学，浙江大学等各高校的学术优势，合作开发教学活动所需的教学大纲以及教材，培训高质量的教师资源；b. 提供专利汉语测试产品的使用权及资质证书；c. 建立在线教育平台；d. 项目的整体实施，监督和管理；e. 韩国市场及未来全球市场的业务推广和实施。

PKUP shall be responsible for the overall development and operation of the online education business. Its responsibilities include but are not limited to: a. integration of resources of each party, and joint development of teaching syllabus and textbooks required for teaching activities and training of high-quality teacher resources by utilizing the academic advantages of Chinese leading universities, such as Peking University and Zhejiang University; b. providing the right to use the patented Spoken Chinese Test and the qualification certificate; c. development of online education platform; d. overall implementation, supervision and management of the project; e. marketing and business implementation in Korean and worldwide markets.

1.2.2

鉴于双方为本项目拟设立的项目合资公司尚未完成，在项目合资公司成立之前中国高科向北大培生支付人民币壹仟伍佰万圆（¥15,000,000）预付款。

Since the JV Company be founded by both parties for the project was not finish, CHINA HIGH-TECH will pay an advance payment of RMB 15 Million (¥15,000,000) before the JV Company founded.

2. 合作时间表/ Investment Timetable

2.1

时间性至关重要。根据乙方与韩国 lumsol 公司，以及北京大学、浙江大学相关院系的沟通，该项目需立即启动以确保汉语教学平台和服务在 2015 年秋季开学时正式投入使用。

Time is of essence. According to the communications between Party B and lumsol, as well as relevant schools/departments in Peking University and Zhejiang University, the Project shall commence at the earliest possible date to ensure the timely delivery of the online education platform and services starting Fall semester 2015.

2.2

甲方同意在此协议签署一周内将全部人民币壹千伍百万元预付款以电汇的方式预

付至乙方所提供的以下银行账户，乙方收到资金后，立刻启动项目运营。

Within 7 days of the execution of this Agreement, Party A shall wire the total advance payment of RMB 15 Million (¥15,000,000) in the form of T/T into the following bank account provided by Party B. Upon receipt of the service fee, Party B shall commence the project implementation right away.

开户行 Bank: 中国建设银行北京宣武支行

户名 Account Name: 北大培生(北京)文化发展有限公司

帐号 Account Number: 1100 1019 5000 5306 2681

2.3

项目开展的同时，甲乙双方将共同推动三方协议中所规定的其它合作事宜，包括项目合资公司的建立。此合同所包含的一切权益、责任和义务将在合资公司建立后转入合资公司，包括但不限于：前期甲方向乙方支付的人民币壹千伍百万元预付款，在项目合资公司成立后应转入项目合资公司，并作为甲方的股权出资款的一部分。在此次预付款支付和未来项目合资公司入资环节中，各项事宜均应符合中国法下的法律法规，乙方应全力配合。具体条款将另行规定并签署。若项目合资公司在本协议签订之日起起 6 个月内未能设立完成，乙方应将预付款在 6 个月期满后的一个月 内返还给甲方，若不能按时返还或未完全返还，则乙方违约并承担违约责任。

Upon the launch of the Project, Both Parties shall work to promote the other cooperative matters as stipulated in MOU, including establishment of the Project JV Company. All interests, duties and responsibilities stipulated in this Agreement shall be transferred into the JV Company upon its formal establishment. The advance payment of RMB 15 Million (¥15,000,000) to party B will be changed to a part of investment share of Party A for the JV Company when the JV Company's establishment is finished. Throughout the whole procedure, all aspects of the business activities and documents should be according with the law and regulation of PRC. Party B should do its best to coordinate with Party A to finish all aspects of the business activities and documents. Specific terms shall be separately decided and signed in a separate agreement.

If the JV Company could not be founded within six months since the date of this contract in force, Party B should return the advance payment to Party A within one months after the deadline. If Party B could not return the whole advance payment at that time or could not return on time, it should take the responsibility for breach of the contract.

3 保密条款/Confidential clause

3.1 对于本协议签署前或签署后，一方为合作项目披露的任何包含其非公开信息的文件或信息（包括但不限于商业计划、价格信息、财务信息、客户资料等），接收该等文件或信息的一方应予严格保密，未经披露方书面允许，不得以任何方式披露

这些文件或信息，不得为合作项目以外的目的使用或利用该等文件或信息。

If a party discloses any documents or information for the cooperative project, prior to or after the execution of this Agreement, which contains its confidential information (including but not limited to business plan, price information, financial information and customers' data, etc.); the party who receives such documents or information shall keep it in strict confidentiality and may not disclose such documents or information without the written approval of the disclosing party, and may not employ or use such documents or information for the purpose other than the cooperative project.

3.2 任何一方不得就本框架协议之主题、其条款或存在的事实发布任何新闻稿、公告或公开声明（合称“公告”），除非发布该等公告已经征得另一方的书面同意，或是依据法律要求或有关监管机关或证券交易所的规定，惟被要求发布公告的一方应就该等公告的发布时间安排及具体内容及时告知另一方。

No party shall issue any news release, announcement or public statement (collectively referred to as the "Announcement") related to the object matter, clauses or the existence of this Agreement, unless the written consent of the other party for the issuance of such Announcement has been obtained, or it is required by the laws or the regulations of relevant supervision department or securities exchange, in which case, the party required to issue the Announcement shall timely inform the other party on the release time and the content of such Announcement.

3.3 在本框架协议期满和/或终止之后，此保密条款的约定将继续有效，双方仍需履行其所承诺的保密义务。

After the expiration and/or termination of this Agreement, these confidential clauses will remain in force; Both parties still need to perform the confidential obligations that they promised.

4.0 资格转让禁止/Qualification transfer prohibited

双方确认，双方之间的信任与相互合作是本框架协议得以履行和合作目标得以实现的重要基础，双方进一步确认，除本协议另有约定之外，一方在未经另一方书面认可的情况下，不得将本协议项下的全部或部分权利或义务转让给第三方。

Both Parties acknowledge that, the trust and mutual cooperation between Both Parties are important basis that this Agreement can be performed and the cooperative target can be realized; Both Parties further acknowledge, unless otherwise provided for by this Agreement, without the written approval of the other party, any party shall not transfer all or parts of the rights or obligations under this Agreement to a third party.

5.0 不可抗力/Force majeure

如果出现严重阻挠任何一方履行框架协议中确定的义务的不可抗力事件，或者此等不可抗力事件使得合同目的无法实现，则该方应当无任何迟延地通知另一方关于其履行合同义务或者履行部分合同义务受影响的程度，并出具有权机关的证明。受到影响的义务履行部分应当推迟到不可抗力事件程序期间完成。

If a force majeure event that severely obstructs any party to perform the definite obligations in this Agreement occur, or such force majeure event make the contract purpose unable to be achieved, such party shall inform the other party the degree it is affected to perform its contractual obligation or perform parts of contractual obligations, and provide the certification from the authority agency without any delay. The obligation performance being affected shall be postponed to be completed during the process of the procedures of the force majeure event.

6.0 期限、变更及适用/Time limit, alteration and application

6.1 本业务合同自各方签字并盖章之日起生效。此业务合同一式四份，双方各执二份，具有同等法律效力。

This Business Agreement is effective from the date when it is signed and sealed by Both Parties. This Business Agreement is in quadruplicate and each party holds two copies, with equal legal effect.

6.2 本协议未尽事宜及纠纷，双方本着友好协商原则解决。对本框架协议条款的任何修改、变更或增减，须经双方一致同意并以书面形式做出。

Uncovered matters and disputes of this Agreement shall be resolved under the principle of friendly consultation by Both Parties. Any modifications, changes, additions or deletion to the clauses of this Agreement shall be agreed by Both Parties in writing.

6.3 本协议附件及任何补充文件、修改文件作为本协议的一部分，与本协议具有同等的法律效力。当文件条款有冲突时，以修改后的文件条款有限适用；前后修改文件有冲突时，以后修改的文件优先适用；后订立的协议优先适用。

As part of this Agreement, any appendices hereto and any supplemental and revised documents hereof shall have the same legal effect as this Agreement. If any conflict exists between different clauses, the revised clauses shall apply preferentially; if any conflict exists between revised clauses at different time, the later-revised clause shall apply preferentially; the agreement concluded later shall apply preferentially.

6.4 本协议的附件自甲，乙双方授权代表签字及加盖公章之日开始生效，有效期将根据附件中的规定进行计算。

The appendix(ces) hereto shall come into effect as of the date of execution and affixation by the authorized representatives of Party A and Party B; the term shall be calculated according to the regulations in the appendix.

7.0 违约/Default

7.1 发生以下任何一个或多个事件都将构成对本框架协议的违约：1)任何一方实质性违反本框架协议的条款，或未能在任一实质方面履行其在本框架协议项下的

义务，且在收到另一方要求补救的书面通知后 10 日内未能补救上述违约或不履约行为；或者 2)任何一方在本框架协议项下的承诺、声明或保证在任一实质方面被证明是虚假的或具误导性的。

The occurrence of any or multiple of the following events will constitute breach of this Agreement: 1) any party materially breaches the clauses of this Agreement, or fails to perform its obligations under this Agreement on any substantive aspect, and cannot cure the above breach or defaulting behaviors within 10 days after receiving the written notice from the other party requesting for remedy; or 2) the commitment, representation or warranty of any party under this Agreement is proved to be false or misleading on any substantive aspect.

7.2 违约责任：若任何一方违反本框架协议，其应就其违约行为对另一方造成的任何及全部损害承担赔偿责任，但间接损害除外。守约方并有权随时单方决定解除本框架协议而无需承担任何责任。

Liability for breach of contract: If any party breaches this Agreement, it shall assume the compensation liability for any and all damages to the other party caused by its breach behaviors, except for the indirect damage. The observant party shall be entitled to decide to relieve this Agreement unilaterally at any time, without assuming any responsibilities.

8.0 法律适用及争议解决/Application of Law and Resolution of Dispute

8.1 本协议之签署、效力、解释、履行及争议的解决均应适用中华人民共和国法律。本框架协议的其他未尽事宜，由双方另行友好协商解决。本协议内容及其解释以中文版本为准。

The execution, effectiveness, interpretation, performance and dispute resolution of this Agreement shall be governed by laws of the People's Republic of China. Other uncovered matters in this Agreement shall be resolved separately through friendly negotiation by Both Parties. Chinese version shall prevail to this agreement and its explanation.

8.2 因执行本框架协议所发生的或与本框架协议有关的一切争议，双方应通过友好协商解决，如双方通过协商不能解决时，凡由本合同引起的或与解释或执行本合同有关的任何争议，各方应首先通过友好协商或调解解决。协商或调解不成，各方同意向中国国际经济贸易仲裁委员会北京分会申请仲裁；仲裁裁决是终局的；仲裁费用应由败诉方承担，除非仲裁裁决另有裁定。

All disputes arising from the implementation of this Agreement or related to this Agreement shall be resolved through friendly negotiation by Both Parties; if no agreement can be reached through negotiation, the parties shall apply for arbitration to the Beijing Branch of China International Economic and Trade Arbitration Commission. The arbitration is final; the arbitration fee shall be borne by the losing party, unless the arbitration decides otherwise.

甲方:

Party A:

中国高科集团股份有限公司

China High-Tech Group Co. Ltd.



公司签章:

Seal:

法人或授权代表签字:

Sign by legal or authorized representative

签字日期:

Date:

乙方:

Party B:

北大培生(北京)文化发展有限公司

Peking University Pearson (Beijing) Cultural Development Co, Ltd.



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