

三方战略合作框架协议

Memorandum of Understanding of Tripartite Strategic Cooperation

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

丙方：韩国 Iumsol 公司 (原 “VincoEdu Corup.”)
Party C: Korea Iumsol Company (previously known as VincoEdu Corp.)
地址：527-1 Munbal-dong, Pasu-si, Gyeonggi-do, Korea
Address: 527-1 Munbal-dong, Pasu-si, Gyeonggi-do, Korea
联系人：Inmuk Kang
Contact person: Inmuk Kang

甲方, 甲方, 乙方, 丙方, 以下统称为“三方”, 甲方高科 (以下简称“高科”), 乙方北大培生 (北京) 文化发展有限公司 (以下简称“北大培生”) 与丙方韩国 Iumsol 公司 (以下简称“Iumsol”) 本着平等互利原则, 经友好协商, 就利用各方优势, 在韩国市场推广汉语语言和中国文化这一领域结成战略合作伙伴。三方一致同意就上述领域于近期开展针对韩国市场的“汉语在线教学及辅导项目”, 为此签订本协议。

Party A, Party B and Party C shall be hereinafter together referred to as “Three Parties”. On the principles of equality and mutual benefit and through amiable negotiation, Party A China High-Tech Group Co. Ltd. (hereinafter referred to as “HIGH-TECH”), Party B Peking University Pearson (Beijing) Culture Development Co., Ltd. (hereinafter referred to as “PKUP”) and Party C Korea Iumsol Company (hereinafter referred to as “Iumsol”) have formed a strategic partnership on the field of promoting Chinese language and culture in Korean market by utilizing the strengths of each party. Three Parties agree to carry out the “Online Chinese-teaching and tutorial program” aimed at the markets in Korea on the above

mentioned field in the near future and sign this Agreement.

1.0 合作纲领/Cooperation Principles

1.1 合作宗旨/Purpose of cooperation

北京大学是一所中国及国际上著名研究性高等学府，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.

高科是一家下属于北京大学的企业。

HIGH-TECH is an enterprise affiliated to Peking University.

北大培生（北京）文化发展有限公司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. 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.

韩国 Iumsol 公司专注于利用科技和网络为韩国中小学生提供优质的教育资源和体验，在韩国市场享有一定的知名度。

Korea Iumsol Company focuses on using science and technology and network to provide high quality educational resources and user-experience to the elementary and high school students in Korea with a good reputation in Korean market.

三方的合作宗旨是通过紧密合作，为提升韩国市场的汉语语言教学水平以及促进中国文化传播的发展，打造共赢、可持续发展的战略合作伙伴关系。

Three Parties agree to cooperate for the purpose of making a win-win and sustainable strategic partnership for promoting Chinese language teaching & learning in Korean market and developing Chinese cultural transmission through combined efforts.

1.2 合作目标/Object of cooperation

三方相信，通过本次战略合作，能够建立创新模式，全面提升韩国学习者对汉语的掌握以及中国文化的了解，为进入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回报。

Three Parties believe that through this strategic cooperation, an innovative model can be established, which will comprehensively enhance the mastery of Chinese language and the understanding of Chinese culture by learners in Korea and accumulate successful experiences for entering into other markets in the world, and ultimately provide largest economic and social returns for its shareholders via the capital market.

1.3 合作内容/Content of cooperation

1.3.1

高科将为此合作提供所需的资金支持。

HIGH-TECH shall provide financial supports required for this cooperation.

1.3.2

北大培生将负责：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. 项目公司的谈判和建立； d. 项目的整体实施，监督和管理； e. 未来在全球市场的推广和实施。

PKUP shall be responsible for: 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. negotiation and establishment of the project-cooperation company; d. overall implementation, supervision and management of the project; e. future marketing and implementation in the global market.

1.3.3

lumsol 将负责提供项目使用的在线平台和相关软件产品以及负责在韩国市场的推广与销售，客户服务与管理等。在完成以上事宜的条件下，lumsol 将获得 1,000,000 美元。

lumsol shall provide on-line platform and software to be used by the project. lumsol will also be responsible for marketing and sales of products in Korean market, customer service and management, etc. By fulfilling above, lumsol will receive USD 1,000,000.

1.3.4

三方在未来约定的时间内进行股权分配，持股比例为 高科 24%，北大培生 51%，lumsol 25%。具体方案将由三方另行规定签署。

Three Parties shall distribute stock rights within an agreed time in the future, with the proportion of shareholding as 24% for HIGH-TECH, 51% for PKUP and of 25% for lumsol. Specific plans shall be separately provided for and signed by Three Parties.

2.0 合作模式/Cooperation mode

在本战略合作框架下，具体的合作事宜应该以合同的方式确立三方的权利义务、合作目标、实施方案及计划等。

Under this strategic cooperation MoU, the specific cooperation matters, such as the rights and obligations of Three Parties, the cooperation objectives, the implementation proposal and plans etc., shall be formulated in the form of agreements.

3.0 框架协议附件/Appendix to MoU

3.1 在三方拟就具体项目进行合作时，三方可另行签订合同以进一步详细规定各方的权利与义务。上述具体合作项目协议以附件形式附后，附件由三方具体执行机构共同商定，另择时间签订。

When Three parties propose to cooperate on a specific project, Three Parties may sign a contract separately to further stipulate the rights and obligations of each party in detail. Each agreement of the above specific cooperative project shall be attached hereto in the form of appendix. The appendix shall be decided by the specific executing agency of Three Parties through joint consultation and signed by them at an alternate time.

3.2 本战略合作框架协议项下的合作业务以及相关的条款如有不完善的部分，三方将协商另立书面补充，并作为本协议的附件，是本协议不可分割的一部分。

The incomplete parts of the cooperative business and relevant clauses under the strategic cooperation MoU, if any, shall be separately supplemented in writing by Three Parties through negotiation and attached hereto as the appendix which is an integral part of this Agreement.

3.3 如果没有特别说明，本协议各项条款同样适用于协议附件。如果附件中的条款与本协议相抵触，以附件中的说明为准。

If not otherwise specified, each clause of this MoU shall also apply to the appendices hereto. If there is any inconsistency between the clauses in the appendices hereto and this MoU, the appendices hereto shall prevail.

4.0 保密条款/Confidential clause

4.1 对于本框架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 MoU, 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.

4.2 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与另一方进行磋商。

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 MoU, 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 negotiate with the other party on the release time and the content of such Announcement.

4.3 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，三方仍需履行其所承诺的保密义务。

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

5.0 资格转让禁止/Qualification transfer prohibited

三方确认，三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，三方进一步确认，除本框架协议另有约定之外，一方在未经另两方书面认可的情况下，不得将本框架协议项下的全部或部分权利或义务转让给第四方。

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

6.0 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，则该方应当无任何延迟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 MoU 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.

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

7.1 本合作框架协议自各方签字并盖章之日起生效，有效期3年。期满之前由三方友好协商三方续约或终止。此框架协议一式六份，三方各执二份，具有同等法律效力。

This cooperation MoU is effective from the date when it is signed and sealed by all parties,

with a term of 3 years. Before the expiry date, Three Parties shall friendly negotiate the renewal or termination of both. This MoU is in sextuplicate and each party holds two copies, with equal legal effect.

7.2 本协议未尽事宜及纠纷，三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，须经三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 Three Parties. Any modifications, changes, additions or deletion to the clauses of this MoU shall be agreed by Three Parties in writing.

7.3 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.

7.4 本协议的附件自甲，乙，丙三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, Party B and Party C; the term shall be calculated according to the regulations in the appendix.

8.0 违约/Default

8.1 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 MoU:

1) any party materially breaches the clauses of this MoU, or fails to perform its obligations under this MoU 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 MoU is proved to be false or misleading on any substantive aspect.

8.2 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 MoU, 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 MoU unilaterally at any time, without assuming any responsibilities.

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

9.1 本框架协议之签署、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，由三方另行友好协商解决。

The execution, effectiveness, interpretation, performance and dispute resolution of this MoU shall be governed by laws of the People's Republic of China. Other uncovered matters in this MoU shall be resolved separately through friendly negotiation by Three Parties.

9.2 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，三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 MoU or related to this MoU shall be resolved through friendly negotiation by Three Parties; if no agreement can be reached through negotiation, the parties shall apply for arbitration to the Beijing Branch of the China International Economic and Trade Arbitration Commission. The arbitrament is final; the arbitration fee shall be borne by the losing party, unless the arbitrament 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.

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:



丙方:

Party C:

韩国 lumsol 公司

lumsol Company

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:

