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DATED

2012

[HEDOSOPHIA INVESTMENTS] LIMITED

AND

THE SUBSCRIBERS

AND

[HEDOSOPHIA HOLDINGS] LIMITED

SUBSCRIPTION AGREEMENT

Slaughter and May
One Bunhill Row



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THIS AGREEMENT is made on January 2012

BETWEEN

- (1) **[HEDOSOPHIA INVESTMENTS] LIMITED** a company incorporated in Guernsey under registered number [•] whose registered office is at [address] (the "**Company**");
- (2) **I.W.OSBORNE (HK) LIMITED** of [REDACTED] with registration number 1581594;
- (3) [Jacob Burda's investment vehicle;]
- (4) [Kuok family investment vehicle;]
- (5) [Investment vehicle on behalf of US investor;]
- (6) [Canadian Foundation for Mr Li],

those entities contained within paragraphs (2) to (6) above each being a "**Subscriber**" and together being the "**Subscribers**"; and

- (7) **[HEDOSOPHIA HOLDING] LIMITED** a company incorporated in Guernsey under registered number [•] whose registered office is at [address] ("**Holding**" and together with the Subscribers, "**Shareholders**")

[Note: we require, for each Subscriber, the names (including registered office, registered number and jurisdiction of incorporation) for the investment vehicles who will hold the PPS]

WHEREAS:

- (A) The Company is an investments company intending to invest in a limited number of privately held consumer internet companies with a view to realising these investments and distributing the sale proceeds to shareholders on the terms of this agreement and the Articles.
- (B) Each of the Subscribers wish to subscribe for, and the Company wishes to allot to each of the Subscribers, redeemable participating preference shares of no par value in the capital of the Company (the "**PPS**") in the proportions set out in Schedule 1 and on the terms contained in this agreement.
- (C) Holding is the holder of all the ordinary share of no par value in the capital of the Company.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this agreement:

“Administrator”	means the administrator of the Company from time to time appointed by the Board, initially [The Trust Corporation of the Channel Islands Limited];
“Articles”	means the memorandum and articles of association of the Company, as amended from time to time;
“Board”	means the Holding Directors and a professional director resident in Guernsey from time to time appointed by the Administrator, initially [●];
“Completion”	means completion of the subscription and allotment of the PPS under this agreement;
“Expenses”	means administration, regulatory, legal, accountancy and other professional fees and expenses in connection with the running of the Company and dealing with the Investment, excluding any out of pocket expenses of the directors of the Company appointed by Holding;
“Holding Directors”	means Ian Osborne and Jacob Burda;
“Investments”	has the meaning given in clause 2.1;
[“Permitted Expenses”	means reasonable expenses incurred solely in respect of realising or exiting the Investments;]
“PPS”	has the meaning given in Recital (B);
“Subscription Date”	means [●] January 2012 or such other date as the Company and the Subscribers agree; and
“Subscription Price”	has the meaning given in clause 3.2.

1.2 In construing this agreement, unless otherwise specified:

- (A) references to clauses are to clauses of this agreement;
- (B) a reference to any other document referred to in this agreement is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of this agreement) at any time;

- (C) headings and titles are for convenience only and do not affect the interpretation of this agreement; and
- (D) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2. INVESTMENTS

- 2.1 Subject to clause 2.2, the Company will invest the capital of the Company in unlisted consumer internet companies ("**Investments**") as determined by the Board.
- 2.2 The Company shall not invest the capital of the Company in any gambling or alcohol related investments without the unanimous written approval of the Subscribers.
- 2.3 The capital of the Company, subject to clause 3 below, will only be deployed in making the Investments.

3. EXPENSES

- 3.1 The Company will meet its Expenses from funds set aside from the capital of the Company.
- 3.2 The Company anticipates the total amount of Expenses, including Permitted Expenses, to be [US\$1,000,000] (the "**capped amount**") and will set aside the capped amount from the capital of the Company to meet these Expenses. [Subject to Clause 3.3, any additional Expenses incurred by the Company over the capped amount will be payable by or on behalf of Holding.]
- 3.3 [Except for any Permitted Expenses,] the Company will not deploy its capital above the capped amount in meeting its Expenses without the unanimous consent of the Subscribers.

4. DISTRIBUTION OF PROCEEDS

All proceeds realised from the Investments will be distributed to the Shareholders according to the Articles [, subject to clause 3.3]. No such proceeds will be reinvested in further Investments.

5. RETURN OF UNUSED CAPITAL

In the event that, 12 months from and including the Subscription Date, the capital of the Company has not been fully invested, then the amount of capital not so deployed (less the amount retained to meet Expenses) shall be returned, as soon as reasonably practicable, to the Subscribers pro-rata to their respective PPS holdings as set out in Schedule 1.

6. RESTRICTIONS ON FUTURE INVESTMENTS

- 6.1 Subject to clauses 6.2 and 6.3, each of the Holding Directors agree that he shall not, and shall procure that any entities which he is connected shall not, make any Investments of any kind except through the Investments made by Company.
- 6.2 Following a period of 6 months from and including the date that the capital of the Company has been fully invested, each Holding Director, and any entities with which he is connected, will be permitted to make Investments without restriction.
- 6.3 Notwithstanding clauses 6.1 and 6.2, Ian Osborne, or any entity with which he is connected, may receive share based remuneration in the capital of any company to which he currently or subsequently provides advisory or consultancy services, as may be the case from time to time.

7. WINDING UP

The Company intends to return all capital contributions and distribute any profits within 5 years of making the Investments. In the event that this has not occurred the Board will conduct a good faith consultation with the PPS holders to determine what course of action would be appropriate, including whether it would be appropriate to wind the Company up.

8. SUBSCRIPTION

- 8.1 On the Subscription Date, the Subscribers will subscribe for, and the Company will issue and allot, the PPS from all liens, charges, security interests, encumbrances and adverse claims as set out in the table in Schedule 1.
- 8.2 The subscription price for each of the PPS will be an amount equal to £[•] (the “**Subscription Price**”).

9. COMPLETION

- 9.1 At Completion:
- (A) the Subscribers will individually make payment to the Company of the relevant Subscription Price for their PPS; and
- (B) the Company will allot and issue the relevant PPS to each of the Subscribers and will promptly thereafter register the Subscribers as members and will cause to be delivered to the Subscribers share certificates in respect of their PPS.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 The Company represents and warrants to each of the Subscribers that it has full power, authority and capacity to allot and issue the PPS under the Articles pursuant to this agreement and the directors of the Company have full power and authority to effect such allotment.

- 10.2 Each Subscriber represents and warrants to the Company that it has full power, authority and capacity to subscribe for the PPS under the Articles pursuant to this agreement.

11. ARTICLES

- 11.1 Each Subscriber undertakes to accept the PPS subject to the Articles and to comply with the Articles in all respects.
- 11.2 If there is a conflict between the provisions contained within this agreement and the Articles the provisions of this agreement shall prevail.

12. WAIVER OF CERTAIN PRE-EMPTION RIGHTS

[Issues of new shares in the capital of the Company following Completion will only be made with the unanimous consent of the Subscribers.] [Subject thereto, each] [Each] Subscriber waives his rights under [the provisions of the Companies (Guernsey) Law, 2008 (as amended)] (and other rights of pre-emption whether under the Articles or otherwise) in relation to any further issue or allotment of shares in the capital of the Company.

13. RIGHT OF FIRST REFUSAL

In the event that the Company decides to offer an additional PPS subscription [with the Subscribers' consent], the Subscribers will each have a right of first refusal in proportion to their existing PPS shareholdings to subscribe for additional PPS. [In the event that one or more Subscribers do not wish to subscribe for additional PPS, then the remaining Subscribers may subscribe for the unsubscribed PPS in the proportions [they so agree] [determined by the Board].]

14. RIGHT OF SUBSCRIPTION

In the event that an additional company is established by Holding or the Holding Directors to make Investments, the Subscribers shall have the right to subscribe for the initial offering of the relevant investor shares in that company in an amount at least equal to their existing PPS shareholdings.

15. TRANSFER OF SUBSCRIBER SHARES

Each Subscriber undertakes not to transfer its PPS to any person (legal or natural) save to an entity which is either controlled by the same person(s) as that Subscriber or [is managed by and] has the same beneficiaries as that Subscriber.

16. REPORTING OBLIGATIONS

The Company will provide: (i) annual reports for Subscribers providing details of the Investments made and the financial position of the Company; and (ii) quarterly letters to the Subscribers which will include key information in respect of the Investments made.

17. COSTS AND EXPENSES

Each of the parties to this agreement will bear its own costs and expenses incurred in relation to the preparation of this agreement and the subscription of the PPS.

18. GOVERNING LAW AND JURISDICTION

18.1 This agreement is governed by and will be construed in accordance with the law of Guernsey.

18.2 Jurisdiction

The courts of Guernsey are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

18.3 Waiver of objections

Each party waives (and agrees not to raise) any objection, on the ground of forum non conveniens or on any other ground, to the taking of proceedings in the courts of Guernsey. Each party also agrees that a judgment against it in proceedings brought in Guernsey shall be conclusive and binding upon it and may be enforced in any other jurisdiction.

18.4 Agent for Service

Each Subscriber irrevocably appoints [NAME] of [ADDRESS] and [FAX NUMBER] as its agent to receive on its behalf in Guernsey service of any proceedings under clause 18. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the applicable Subscriber) and shall be valid until such time as the Company has received prior written notice from the applicable Subscriber that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in Guernsey, each Subscriber shall forthwith appoint a substitute acceptable to the Company and deliver to the Company the new agent's name, address and fax number within Guernsey.

[Note: the agent for service provision in 18.4 is to be amended if Subscribers will have separate agents for service.]

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, or by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original on this Agreement, but all the counterparts alone constitute one and the same instrument.

IN WITNESS whereof this agreement has been entered into the day and year first above written.

EXECUTED)
 as an agreement)
 by [HEDOSOPHIA INVESTMENTS]) Director
LIMITED)
 acting by:-)
 Director/Secretary

SIGNED by I.W.OSBORNE)
(HK) LIMITED)
 witnessed by:)

Signature

Name

Address

.....

.....

Occupation

SIGNED by [Jacob Burda's)
 investment vehicle])
 witnessed by:)

Signature

Name

Address

.....

.....

Occupation

SIGNED by [Kuok family)
investment vehicle])
witnessed by:)

Signature

Name

Address

.....

.....

Occupation

SIGNED by [Investment vehicle on)
behalf of US Investor])
witnessed by:)

Signature

Name

Address

.....

.....

Occupation

SIGNED by [Canadian Foundation for)
Mr Li])
witnessed by:)

Signature

Name

Address

.....

.....

Occupation

EXECUTED)
as an agreement)
by [**HEDOSOPHIA**) Director
HOLDINGS] LIMITED)
acting by:-)
Director/Secretary

Schedule 1

Subscriber	Number of PPS being subscribed	Percentage PPS holding
I.W.Osborne (HK) Limited	[•]	[•] per cent.
[Jacob Burda's investment vehicle]	[•]	[•] per cent.
[Kuok family investment vehicle]	[•]	[•] per cent.
[Investment vehicle on behalf of US Investor]	[•]	[•] per cent.
[Canadian Foundation for Mr Li]	[•]	[•] per cent.

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