SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

> Filing Date: 2021-03-12 SEC Accession No. 0001213900-21-015091

(HTML Version on secdatabase.com)

SUBJECT COMPANY

China Customer Relations Centers, Inc.

CIK:1620664| IRS No.: 000000000 | State of Incorp.: VA | Fiscal Year End: 1231 Type: SC 13D/A | Act: 34 | File No.: 005-89862 | Film No.: 21736768

SIC: 7389 Business services, nec

Mailing Address XINGHUO SCIENCE AND TECHNOLOGY PARK TAIAN CITY F4 27100

Business Address 1366 ZHONGTIANMEN DAJIE1366 ZHONGTIANMEN DAJIE XINGHUO SCIENCE AND TECHNOLOGY PARK TAIAN CITY F4 27100 86-0538-6918899

FILED BY

Wang Zhili CIK:1697911 Type: SC 13D/A Mailing Address 1366 ZHONGTIANMEN DAJIE, XINGHUO SCIENCE AND TECHNOLOGY PARK TAIAN F4 27100

UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934*
(Amendment No. 1)*

China Customer Relations Centers, Inc.

(Name of Issuer)

Common Shares, par value US\$0.001 per share

(Title of Class of Securities)

G2118P102

(CUSIP Number)

Zhili Wang 1366 Zhongtianmen Dajie Xinghuo Science and Technology Park Taian 271000 People's Republic of China Debao Wang 1366 Zhongtianmen Dajie Xinghuo Science and Technology Park Taian 271000 People's Republic of China

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 12, 2021

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box 🗷

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

**This CUSIP number applies to the Issuer's Common Shares, par value US\$0.001 per share, of the Issuer.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. G2118P102

NAME OF REPORTING PERSONS

	Zhili	Wang		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) ☑ (b) □			
3	SEC 1	USE ONI	Y	
4	SOUI	RCE OF I	FUNDS (SEE INSTRUCTIONS)	
5	CHEC	CK IF DIS	SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	
6			OR PLACE OF ORGANIZATION olic of China	
		7	SOLE VOTING POWER 3,958,763	
Numbe Shar Benefic	res cially by Each rting	8	SHARED VOTING POWER None	
Owned by Report Person		9	SOLE DISPOSITIVE POWER 3,958,763	
		10	SHARED DISPOSITIVE POWER None	
11	AGG		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)			
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 21.598% *			
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN			

	NAME OF REPORTING PERSONS
1	
	Debao Wang
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)
2	
	(b) □

^{*} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

3	SEC USE ONLY				
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO				
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)				
6			OR PLACE OF ORGANIZATION olic of China		
		7	SOLE VOTING POWER 1,069,936		
Numbe Share Benefic	es cially	8	SHARED VOTING POWER None		
Owned by Report Person	ting	9	SOLE DISPOSITIVE POWER 1,069,936		
		10	SHARED DISPOSITIVE POWER None		
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,069,936				
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)				
13		PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.837% *			
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN				

	1	NAME OF REPORTING PERSONS
	1	Guoan Xu
	2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) ☑ (b) □
	3	SEC USE ONLY
ſ	4	SOURCE OF FUNDS (SEE INSTRUCTIONS)

^{*} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

	00			
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) □			
6	CITIZENSHIP OR PLACE OF ORGANIZATION			
	People	e's Repub	lic of China	
		7	SOLE VOTING POWER 122,400	
Numbe Shar Benefic	es	8	SHARED VOTING POWER None	
Owned b Repor Person	y Each ting	9	SOLE DISPOSITIVE POWER 122,400	
		10	SHARED DISPOSITIVE POWER None	
11	AGGI 122,40		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)			
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.668% *			
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN			

^{*} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as define below).

	NAME OF REPORTING PERSONS
1	
	Qingmao Zhang
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)
2	
	(b) □
3	SEC USE ONLY
	SOURCE OF FUNDS (SEE INSTRUCTIONS)
4	
	00
	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
5	

	CITIZENSHIP OR PLACE OF ORGANIZATION					
6	People's Republic of China					
		7	SOLE VOTING POWER			
		,	1,174,000			
Numbe			SHARED VOTING POWER			
Shar Benefic		8	None			
Owned b	y Each		SOLE DISPOSITIVE POWER			
Repor Person		9	1,174,000			
			SHARED DISPOSITIVE POWER			
		10	None			
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					
11	1 174	1,174,000				
	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)					
12						
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)					
13	*					
	6.405	%				
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)					
1 1	IN					

^{*} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

,	NAME OF REPORTING PERSONS
1	Long Lin
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)
2	
	(b) □
3	SEC USE ONLY
	SOURCE OF FUNDS (SEE INSTRUCTIONS)
4	00
	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
5	
	CITIZENSHIP OR PLACE OF ORGANIZATION
6	People's Republic of China

	Ī	7	SOLE VOTING POWER 755,157 *
Number Shar Benefic	es	8	SHARED VOTING POWER None
Owned by Each Reporting Person With		9	SOLE DISPOSITIVE POWER 755,157 *
		10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 755,157*		
CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCT			
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13 4.120% **		CLASS REPRESENTED BY AMOUNT IN ROW (11)
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN		

^{*} Consists of 755,157 Common Shares held by Wilstein Limited, an international business company incorporated in the Republic of Seychelles beneficially owned by Long Lin.

	NAME OF REPORTING PERSONS			
	Wilstein Limited			
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)			
2				
	(b) □			
3	SEC USE ONLY			
	SOURCE OF FUNDS (SEE INSTRUCTIONS)			
4				
	00			
	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
5				
	CITIZENSHIP OR PLACE OF ORGANIZATION			
6	D ==11' = CC == 1 11 =			
	Republic of Seychelles			

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

		7	SOLE VOTING POWER 755,157 *
Number of Shares Beneficially Owned by Each Reporting Person With		8	SHARED VOTING POWER None
		9	SOLE DISPOSITIVE POWER 755,157 *
		10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON * 755,157		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13 4.120% **		CLASS REPRESENTED BY AMOUNT IN ROW (11)
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

^{*} Consists of 755,157 Common Shares held by Wilstein Limited. Wilstein Limited is wholly-owned by Long Lin.

1	NAME OF REPORTING PERSONS Jishan Sun				
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) (b) (c)				
3	SEC USE ONLY				
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO				
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) □				
6	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China				

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

		7	SOLE VOTING POWER 889,240 *
Number of Shares Beneficially Owned by Each Reporting Person With		8	SHARED VOTING POWER None
		9	SOLE DISPOSITIVE POWER * 889,240 *
		10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 889,240 *		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13 4.851% **		CLASS REPRESENTED BY AMOUNT IN ROW (11)
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN		

^{*} Consists of (i) 764,240 Common Shares held by Telecare Global Services Limited, a British Virgin Islands business company beneficially owned by Jishan Sun, and (ii) 125,000 Common Shares directly held by Jishan Sun.

	NAME OF REPORTING PERSONS				
1	Telecare Global Services Limited				
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)				
2	(a) 🗷				
	(b) □				
3	SEC USE ONLY				
3					
	SOURCE OF FUNDS (SEE INSTRUCTIONS)				
4					
	00				
	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)				
5					
	CITIZENSHIP OR PLACE OF ORGANIZATION				
6					
	British Virgin Islands				

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

		7	SOLE VOTING POWER 764,240 *
Number of Shares Beneficially Owned by Each Reporting Person With		8	SHARED VOTING POWER None
		9	SOLE DISPOSITIVE POWER 764,240 *
		10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 764,240 *		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.169% **		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

^{*} Consists of 764,240 Common Shares held by Telecare Global Services Limited. Telecare Global Services Limited is wholly-owned by Jishan Sun.

C

	NAME OF REPORTING PERSONS				
1	Yipeng Wang				
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)				
2	(a) Z				
	(b) □				
3	SEC USE ONLY				
	COLINCE OF FUNDS (SEE INSTRUCTIONS)				
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)				
4	00				
	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)				
5					
	CITIZENSHIP OR PLACE OF ORGANIZATION				
6					
	People's Republic of China				

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

Number of Shares Beneficially Owned by Each Reporting Person With		7	SOLE VOTING POWER 764,240 *
		8	SHARED VOTING POWER None
		9	SOLE DISPOSITIVE POWER 764,240 *
		10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 764,240 *		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13 4.169% **		CLASS REPRESENTED BY AMOUNT IN ROW (11)
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN		

^{*} Consists of 764,240 Common Shares held by Harford Equity Limited, an international business company incorporated in the Republic of Seychelles beneficially owned by Yipeng Wang.

1	NAME OF REPORTING PERSONS
	Harford Equity Limited
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)
2	
	(b) □
3	SEC USE ONLY
	SOURCE OF FUNDS (SEE INSTRUCTIONS)
4	00
	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED FORSOANT TO ITEMS 2(d) of 2(e)
	CITIZENSHIP OR PLACE OF ORGANIZATION
6	
	Republic of Seychelles

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

Number of Shares Beneficially Owned by Each Reporting Person With		7	SOLE VOTING POWER 764,240 *
		8	SHARED VOTING POWER None
		9	SOLE DISPOSITIVE POWER 764,240 *
		10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 764,240 *		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13 4.169% **		CLASS REPRESENTED BY AMOUNT IN ROW (11)
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

^{*} Consists of 764,240 Common Shares held by Harford Equity Limited. Harford Equity Limited is wholly-owned by Yipeng Wang.

	NAME OF REPORTING PERSONS				
1					
	Ruixiu Wang				
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)				
2	(a) Z				
	(b) □				
3	SEC USE ONLY				
3					
	SOURCE OF FUNDS (SEE INSTRUCTIONS)				
4					
	00				
	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)				
5					
	CITIZENSHIP OR PLACE OF ORGANIZATION				
6					
	People's Republic of China				

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

		7	SOLE VOTING POWER			
			764,240 [*]			
Numbe		8	SHARED VOTING POWER			
Shar Benefic			None			
Owned by	y Each	9	SOLE DISPOSITIVE POWER			
Report Person			764,240 [*]			
		10	SHARED DISPOSITIVE POWER			
			None			
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					
11	764,240 *					
10	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)					
12						
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)					
13	**					
	4.169%					
14	1176	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)				
	IN					

^{*} Consists of 764,240 Common Shares held by Sainsberry Limited, an international business company incorporated in the Republic of Seychelles beneficially owned by Ruixiu Wang.

1	NAME OF REPORTING PERSONS
1	Sainsberry Limited
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)
2	
	(b) □
3	SEC USE ONLY
	COLIDGE OF FUNDS (SEE INSTRUCTIONS)
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)
4	00
	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
5	
	CITIZENSHIP OR PLACE OF ORGANIZATION
6	
	Republic of Seychelles

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

Number of Shares Beneficially Owned by Each Reporting Person With		7	SOLE VOTING POWER 764,240 *
		8	SHARED VOTING POWER None
		9	SOLE DISPOSITIVE POWER 764,240 *
		10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 764,240 *		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		
PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13 4.169% **		CLASS REPRESENTED BY AMOUNT IN ROW (11)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

^{*} Consists of 764,240 Common Shares held by Sainsberry Limited. Sainsberry Limited is wholly-owned by Ruixiu Wang.

1	NAME OF REPORTING PERSONS
	Qiaolin Wang
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)
2	
	(b) 🗆
3	SEC USE ONLY
	SOURCE OF FUNDS (SEE INSTRUCTIONS)
4	00
	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED FORSUANT TO TTEMS 2(d) of 2(e)
	CITIZENSHIP OR PLACE OF ORGANIZATION
6	
	People's Republic of China

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

Number of Shares Beneficially Owned by Each Reporting Person With		7	SOLE VOTING POWER 684,200
		8	SHARED VOTING POWER None
		9	SOLE DISPOSITIVE POWER 684,200
		10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 684,200		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTION		E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)
PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.733% *		*	CLASS REPRESENTED BY AMOUNT IN ROW (11)
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) 14 IN		ORTING PERSON (SEE INSTRUCTIONS)

^{*} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

1	NAM	NAME OF REPORTING PERSONS					
1	Yan L	Yan Lyu					
	CHEC	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)					
2	(a) X						
	(b) □		**				
3	SEC U	JSE ONL	Y				
	SOUR	SOURCE OF FUNDS (SEE INSTRUCTIONS)					
4							
	OO						
	CHEC	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)					
5							
		CHETTER SOLVED OR DE LA CELOTE OR CANALIZATION.					
6	CITIZENSHIP OR PLACE OF ORGANIZATION						
	People	People's Republic of China					
Numb			SOLE VOTING POWER				
Shar	res	7					
Benefic	cially		444,229				
Owned b	y Each	8	SHARED VOTING POWER				

			None	
Repor Person		9	SOLE DISPOSITIVE POWER 444,229	
		10	SHARED DISPOSITIVE POWER None	
11		AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 444,229		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)			
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.424% *			
TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) 14 IN		ORTING PERSON (SEE INSTRUCTIONS)		

^{*} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

	NAM	E OF RE	PORTING PERSONS				
	Xianghui Li						
	Ĭ						
		CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)					
2		(a) ℤ					
	(b) □						
3	SEC U	JSE ONL	Y				
J							
	SOUR	RCE OF F	UNDS (SEE INSTRUCTIONS)				
4							
	OO						
	CHEC	CK IF DIS	SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)				
5							
	CITIZENSHIP OR PLACE OF ORGANIZATION						
6							
	People's Republic of China						
			SOLE VOTING POWER				
Numbe	er of	7					
Shar	es		366,835				
Benefic	ially		SHARED VOTING POWER				
Owned by Each		8					
	Reporting		None				
Person	With	0	SOLE DISPOSITIVE POWER				
		9					
•			· ·				

1	L		366,835
		10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11 366,835		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.001% *		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) 14 IN		ORTING PERSON (SEE INSTRUCTIONS)

^{*} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

	NAM	E OF RE	PORTING PERSONS				
1	Nin a '	7					
	Ning Z		APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)				
2	(a) X	1112	arrioraling born rimbling bar of riordor (bbb in bridge riord)				
	(b) □						
3	SEC U	JSE ONL	Y				
	SOUR	CE OF F	TUNDS (SEE INSTRUCTIONS)				
4	00						
		CK IF DIS	SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)				
5		ender it bisebesett et beste i keelbrites is keelend i eksettit i e ii elws 2(a) oi 2(c)					
6	CITIZ	CITIZENSHIP OR PLACE OF ORGANIZATION					
	People's Republic of China						
			SOLE VOTING POWER				
		7	*				
Numb	er of		253,110				
Shai		8	SHARED VOTING POWER				
Benefic			None				
Owned b Repor			SOLE DISPOSITIVE POWER				
Person		9	*				
			253,110				
		10	SHARED DISPOSITIVE POWER				

1	None
ĺ	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
11	253,110 *
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)
12	
1.0	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
13	1.381% **
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)
	IN

^{*} Consists of 253,110 Common Shares held by Singeton Management Limited, a limited company incorporated in Hong Kong beneficially owned by Ning Zou.

	NAM	E OF RE	PORTING PERSONS			
1						
			gement Limited			
2		CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)				
	(a) X (b) □					
3	` /	EC USE ONLY				
3						
1	SOUR	RCE OF I	FUNDS (SEE INSTRUCTIONS)			
4	00					
		CK IF DIS	SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
5						
6	CITIZENSHIP OR PLACE OF ORGANIZATION					
	Hong	Hong Kong				
			SOLE VOTING POWER			
		7				
			253,110 *			
Numbe			SHARED VOTING POWER			
Shar Benefic		8	None			
Owned by			SOLE DISPOSITIVE POWER			
Repor	ting	9				
Person	With		253,110*			
			SHARED DISPOSITIVE POWER			
			None			

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

1	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
11	252.110*
	253,110
	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)
12	
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
13	
	1.381% **
	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)
14	
	СО

^{*} Consists of 253,110 Common Shares held by Singeton Management Limited. Singeton Management Limited is wholly-owned by Ning Zou.

	NAME OF REPORTING PERSONS						
	Liping	Liping Gao					
		CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)					
2	(a) X (b) □						
<u> </u>	` /	JSE ONL	Y				
3							
4	SOUR	CE OF F	UNDS (SEE INSTRUCTIONS)				
4	00						
	CHEC	K IF DIS	SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)				
5							
		CITIZENSHIP OR PLACE OF ORGANIZATION					
6	_ ,						
	People	ple's Republic of China					
		7	SOLE VOTING POWER				
		/	495,934				
Numbe	er of		SHARED VOTING POWER				
Shar		8					
Benefic			None				
Owned b		9	SOLE DISPOSITIVE POWER				
	Reporting Person With		495,934				
1 015011 ***1411			SHARED DISPOSITIVE POWER				
			None				
AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					

^{**} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

	495,934
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)
12	
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
13	*
	2.706% *
	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)
14	
	IN

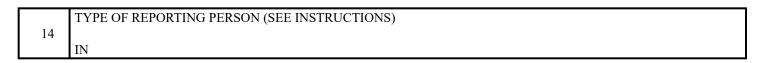
^{*} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

	NAME OF REPORTING PERSONS					
1						
	Yuxiang Qi					
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)					
2	(a) X					
	(b) □					
3	SEC U	JSE ONL	Y			
	SOLIE	CE OF F	TUNDS (SEE INSTRUCTIONS)			
4		CL OI I	CIVES (SEE INSTRUCTIONS)			
	OO					
	CHEC	K IF DIS	SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
5						
	CITIZ	ENCLID	OR PLACE OF ORGANIZATION			
6	CITIZ	ENSHIF	OK FLACE OF ORGANIZATION			
	People	People's Republic of China				
			SOLE VOTING POWER			
		7				
			701,468			
Numbe Shar		8	SHARED VOTING POWER			
Benefic		0	None			
Owned b			SOLE DISPOSITIVE POWER			
Repor		9				
Person	With		701,468			
		10	SHARED DISPOSITIVE POWER			
		10	None			
	AGGI	REGATE	AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
11						
	701,468					
12	CHEC	K IF TH	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)			
12						

	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
13	*
	3.827%
	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)
14	
	IN

^{*} Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

	T						
1 .	NAM	E OF RE	PORTING PERSONS				
1							
Yanli Xu							
		CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)					
2	(a) X						
(b) □							
3	SEC U	JSE ONI	Y				
3							
	SOUF	SOURCE OF FUNDS (SEE INSTRUCTIONS)					
4							
	OO	00					
	CHEC	CK IF DIS	SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)				
5							
	CITIZ	ENSHIP	OR PLACE OF ORGANIZATION				
6							
	People	People's Republic of China					
			SOLE VOTING POWER				
		7					
			581,604				
Numb	er of		SHARED VOTING POWER				
Shar		8					
Benefic			None				
Owned b			SOLE DISPOSITIVE POWER				
Repor		9					
Person	With		581,604				
			SHARED DISPOSITIVE POWER				
		10					
			None				
	AGGI	REGATE	AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON				
11							
		581,604					
	CHEC	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)					
12							
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)						
13							
	3,1739	3.173% *					
	1 3.1 , 3						



Based on 18,329,600 Common Shares outstanding as of March 12, 2021 as set forth in the Merger Agreement (as defined below).

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This Amendment No. 1 (this "Amendment") is filed to amend and supplement the Statement on Schedule 13D jointly filed by Zhili Wang, Qingmao Zhang and Debao Wang, with the Securities and Exchange Commission (the "SEC") on December 7, 2020 (the "Original Schedule 13D"), relating to the common shares, par value US\$0.001 per share, of China Customer Relations Centers, Inc. ("Common Shares"), a company organized under the laws of the British Virgin Islands (the "Issuer").

Item 2. Identify and Background.

Item 2 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

Zhili Wang, Debao Wang, Guoan Xu, Qingmao Zhang, Long Lin, Wilstein Limited, Jishan Sun, Telecare Global Services Limited, Yipeng Wang, Harford Equity Limited, Ruixiu Wang, Sainsberry Limited, Qiaolin Wang, Yan Lyu, Xianghui Li, Ning Zou, Singeton Management Limited, Liping Gao, Yuxiang Qi, Yanli Xu are collectively referred to herein as "Reporting Persons," and each, a "Reporting Person."

(a)—(c), (f) This Schedule 13D is being filed jointly by the Reporting Persons pursuant to Rule 13d-1(k) promulgated by the SEC under Section 13 of the Act. The Reporting Persons may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Act with respect to the transaction described in Item 4 of this Schedule 13D.

The agreement between the Reporting Persons relating to the joint filing is attached hereto as <u>Exhibit 99.1</u>. Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Person, except as otherwise provided in Rule 13d-1(k).

Zhili Wang is the Chairman of the Board of Directors and Chief Executive Officer of the Issuer. Zhili Wang is a citizen of the People's Republic of China. The principal business address of Zhili Wang is at 1366 Zhongtianmen Dajie, Xinghuo Science and Technology Park, High-tech Zone, Taian City, Shandong Province, People's Republic of China.

Debao Wang is a Director and Chief Financial Officer of the Issuer. Debao Wang is a citizen of the People's Republic of China. The principal business address of Debao Wang is at 1366 Zhongtianmen Dajie, Xinghuo Science and Technology Park, High-tech Zone, Taian City, Shandong Province, People's Republic of China.

Guoan Xu is a Director and Vice President of the Issuer. Guoan Xu is a citizen of the People's Republic of China. The principal business address of Guoan Xu is at 1366 Zhongtianmen Dajie, Xinghuo Science and Technology Park, High-tech Zone, Taian City, Shandong Province, People's Republic of China.

Qingmao Zhang is the Chairman of Shandong Yuanlian Information Technology Co., Ltd.. Qingmao Zhang is a citizen of the People's Republic of China. The principal business address of Qingmao Zhang is at No. 502, Unit 2, Building 3, Zhonglian, Section 2, East Area of Huanshan Community, Lixia District, Jinan City, Shandong Province, People's Republic of China.

Long Lin is a self-employed businessman and a citizen of the People's Republic of China. The principal business address of Long Lin is at No. 503, Unit 3, Building 8, Youdian Xincun, Shizhong District, Jinan City, Shandong Province, People's Republic of China.

Wilstein Limited is an international business company incorporated under the laws of Seychelles. Wilstein Limited is wholly owned and controlled by Long Lin. The principal business of Wilstein Limited is that of an investment holding company. The principal business address of Wilstein Limited is at the offices of Vistra (Seychelles) Limited, Vistra Corporate Services Centre, Suite 23, 1st Floor, Eden Plaza, Eden Island, Mahé, Republic of Seychelles.

Jishan Sun is a self-employed businessman and a citizen of the People's Republic of China. The principal business address of Jishan Sun is at Room 201, Unit 1, Building A11, No. 1373, Aolan Road, Jimo City, Shandong Province, People's Republic of China.

Telecare Global Services Limited is a business company incorporated under the laws of the British Virgin Islands. Telecare Global Services Limited is wholly owned and controlled by Jishan Sun. The principal business of Telecare Global Services Limited is that of an investment holding company. The principal business address of Telecare Global Services Limited is at Morgan & Morgan Building, P.O. Box 958, Pasea Estate, Road Town, Tortola, British Virgin Islands.

Yipeng Wang is a self-employed businessman and a citizen of the People's Republic of China. The principal business address of Yipeng Wang is at No.1 Row 15, Nanmei Village, Meicun Town, Fangzi District, Weifang City, Shandong Province, People's Republic of China.

Harford Equity Limited is an international business company incorporated under the laws of Seychelles. Harford Equity Limited is wholly owned and controlled by Yipeng Wang. The principal business of Harford Equity Limited is that of an investment holding company. The principal business address of Harford Equity Limited is at the offices of Vistra (Seychelles) Limited, Vistra Corporate Services Centre, Suite 23, 1st Floor, Eden Plaza, Eden Island, Mahé, Republic of Seychelles.

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Ruixiu Wang is a self-employed businessman and a citizen of the People's Republic of China. The principal business address of Ruixiu Wang is at No.3 Row 15, Nanmei Village, Meicun Town, Fangzi District, Weifang City, Shandong Province, People's Republic of China.

Sainsberry Limited is a company incorporated under the laws of Seychelles. Sainsberry Limited is wholly owned and controlled by Ruixiu Wang. The principal business of Sainsberry Limited is that of an investment holding company. The principal business address of Sainsberry Limited is at the offices of Vistra (Seychelles) Limited, Vistra Corporate Services Centre, Suite 23, 1st Floor, Eden Plaza, Eden Island, Mahé, Republic of Seychelles.

Qiaolin Wang is a self-employed businessman and a citizen of the People's Republic of China. The principal business address of Ruixiu Wang is at No. 301, Unit 2, Building 2, Zhonglian, Section 2, East Area of Huanshan Community, Lixia District, Jinan City, Shandong Province, People's Republic of China.

Yan Lyu is a self-employed businesswoman and a citizen of the People's Republic of China. The principal business address of Yan Lyu is at 6-3-102 Yinchen Community, Feiyue Dadao, Lichen District, Jinan City, Shandong Province, People's Republic of China.

Xianghui Li is a self-employed businessman and a citizen of the People's Republic of China. The principal business address of Xianghui Li is No.344 Xiangzhaozhuang Town, Xiajin County, Dezhou City, Shandong Province, People's Republic of China.

Ning Zou is a self-employed businesswoman and a citizen of the People's Republic of China. The principal business address of Ning Zou is at D-910, Wego Plaza, Weihai City, Shandong Province, People's Republic of China.

Singeton Management Limited is a business company incorporated under the laws of Hong Kong. Singeton Management Limited is wholly owned and controlled by Ning Zou. The principal business of Singeton Management Limited is that of an investment holding company. The principal business address of Singeton Management Limited is at Flat/RM A 12/F, Kiu Fu Commercial Building, 300 Lockhart Road, Wanchai, Hong Kong.

Liping Gao is a self-employed businessman and a citizen of the People's Republic of China. The principal business address of Liping Gao is at Gate 1 No.242 Diyingzi Tun, Xingshugang Village, Hong Guang District, Daqing City, Heilongjiang Province, People's Republic of China.

Yuxiang Qi is a self-employed businesswoman and a citizen of the People's Republic of China. The principal business address of Yuxiang Qi is at Room 2702, Building 3, Huamao Center, No. 89 Jianguo Road, Chaoyang District, Beijing, People's Republic of China.

Yanli Xu is a self-employed businesswoman and a citizen of the People's Republic of China. The principal business address of Yanli Xu is at Room 2606, Building 7, Huamao Center, No. 89 Jianguo Road, Chaoyang District, Beijing, People's Republic of China.

(d) — (e) During the last five years, none of the Reporting Persons has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

Pursuant to an agreement and plan of merger, dated as of March 12, 2021 (the "Merger Agreement"), among the Issuer, Taiying Group Ltd., a business company with limited liability incorporated under the Laws of the British Virgin Islands ("Parent"), and Taiying International Inc., a business company with limited liability incorporated under the Laws of the British Virgin Islands and a wholly owned subsidiary of Parent ("Merger Sub"), subject to the terms and conditions thereof, Merger Sub will be merged with and into the Issuer (the "Merger"), with the Issuer continuing as the surviving company (the "Surviving Company") and becoming a wholly owned subsidiary of Parent. The descriptions of the Merger and the Merger Agreement set forth in Item 4 below are incorporated by reference in their entirety into this Item 3. The information disclosed in this paragraph is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as Exhibit 99.4, and which is incorporated herein by reference in its entirety.

It is anticipated that, at a price of US\$6.50 in cash per Common Share, approximately US\$34.5 million will be expended in acquiring all outstanding shares Common Shares not currently owned by the Reporting Persons as described in Item 4 below. Pursuant to the Debt Commitment Letter (as defined below), the Merger will be financed with debt financing from the Financing Bank (as defined below).

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Item 4. Purpose of Transaction.

Item 4 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

Termination Agreement

On March 11, 2021, Zhili Wang, TAISHANBPO1 Holdings Limited, Debao Wang, TAISHANBPO2 Holdings Limited, Guoan Xu, TAISHANBPO3 Holdings Limited, Qingmao Zhang, TAISHANBPO4 Holdings Limited, Long Lin, TAISHANBPO5 Holdings Limited, Jishan Sun, and TAISHANBPO6 Holdings Limited (all of the foregoing collectively, the "**Original Consortium Members**") entered into a termination agreement ("**Termination Agreement**"), pursuant to which, as of the date of the Termination Agreement, the Original Consortium Members have terminated the consortium agreement dated of November 27, 2020.

Consortium Agreement

On March 11, 2021, Yipeng Wang, Ruixiu Wang, Qiaolin Wang, Yan Lyu, Xianghui Li, Ning Zou, Liping Gao, Yuxiang Qi, Yanli Xu and the Original Consortium Members (all of the foregoing collectively, the "New Consortium Members") entered into a new consortium agreement (the "Consortium Agreement") in order to establish certain terms and conditions that will govern the actions of Parent and Merger Sub and the relationship among the New Consortium Members with respect to, among other things, the Merger. The Consortium Agreement also requires that, for a period beginning on the signing date of the Consortium Agreement and ending on the earlier of (i) the 9-month anniversary of such date, and (ii) the termination of the Consortium Agreement pursuant to the terms thereof, the New Consortium Members work exclusively with each other with respect to the Merger.

Merger Agreement

On March 12, 2021, the Issuer announced in a press release that it had entered into the Merger Agreement. Pursuant to the Merger Agreement, Merger Sub will merger with and into the Issuer, with the Issuer continuing as the Surviving Company. Under the terms of the Merger Agreement, (a) each Common Share issued and outstanding immediately prior to the effective time of the Merger will be cancelled in consideration for the right to receive US\$6.50 per Common Share in cash, without interest, except for (i) Common Shares owned by Parent, Merger Sub or the Issuer (as treasury shares, if any) or any of their respective subsidiaries immediately prior

to the effective time of Merger; (ii) any Common Shares reserved (but not yet allocated) by the Issuer for settlement upon exercise or vesting of any Issuer's share awards immediately prior to the effective time of Merger, (iii) Common Shares (the "Dissenting Shares") owned by holders of Common Shares who have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger pursuant to Section 179 of the BVI Companies Act, and (iii) Common Shares (the "Rollover Securities") held by Rollover Securityholders (as defined below).

Following the consummation of the Merger, the Issuer will become a wholly-owned subsidiary of Parent. In addition, if the Merger is consummated, the Common Shares would be delisted from the Nasdaq Capital Market, the Issuer's obligations to file periodic report under the Exchange Act would be terminated, and the Issuer will be privately held by the members of the consortium.

Rollover and Support Agreement

Concurrently with the execution of the Merger Agreement, Zhili Wang, Debao Wang, Guoan Xu, Qingmao Zhang, Long Lin, Wilstein Limited, Jishan Sun, Telecare Global Services Limited, Yipeng Wang, Harford Equity Limited, Ruixiu Wang, Sainsberry Limited, Qiaolin Wang, Yan Lyu, Xianghui Li, Ning Zou, Singeton Management Limited, Liping Gao, Yuxiang Qi and Yanli Xu (collectively, the "Rollover Securityholders") entered into a rollover and support agreement (the "Rollover and Support Agreement") with Parent, pursuant to which each of the Rollover Securityholders agreed that, in connection with the consummation of the transactions contemplated by the Merger Agreement, he, she or it agrees to the cancellation of a certain number of Common Shares beneficially owned by such Rollover Securityholder (the "Rollover Securities") for no consideration at the effective time of the Merger and to subscribe, or cause a party designated by him, her or it to subscribe, for a corresponding number of newly issued ordinary shares of Parent in accordance with the terms of the Rollover and Support Agreement. The Rollover Agreement will terminate immediately upon the valid termination of the Merger Agreement.

Debt Commitment Letter

On March 11, 2021, China Merchants Bank Co., Ltd. (the "Financing Bank") issued a debt commitment letter (the "Debt Commitment Letter"), which was accepted and agreed to by Parent, pursuant to which the Financing Bank agreed to arrange and underwrite debt financing in an aggregate amount of up to US\$42,000,000 to fund the transactions contemplated by the Merger Agreement, subject to various customary terms and conditions contained in the Debt Commitment Letter.

Limited Guarantee

Concurrently with the execution of the Merger Agreement, Zhili Wang, Debao Wang, Guoan Xu, Qingmao Zhang, Long Lin and Jishan Sun (collectively, the "Guarantors" and each, a "Guarantor") entered a limited guarantee (the "Limited Guarantee") in favor of the Issuer whereby the Guarantors agreed to irrevocably and unconditionally guarantee Parent's obligation to pay the Issuer the Parent Termination Fee that may become payable to the Issuer by Parent under certain circumstances and certain costs and expenses, as set forth in the Merger Agreement.

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The information disclosed in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the Termination Agreement, the Consortium Agreement, the Merger Agreement, the Rollover and Support Agreement, the Debt Commitment Letter, and the Limited Guarantee, copies of which are filed as <u>Exhibit 99.2</u> through <u>Exhibit 99.7</u>, respectively, and which are incorporated herein by reference in their entirety.

Except as indicated above, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

(a)—(b) The responses of each Reporting Person to Rows (7) through (13) of the cover pages hereto are hereby incorporated by reference in this Item 5.

(c) The following table sets forth all transactions with respect to Common Shares effected in block trades during the past sixty (60) days by any of the Reporting Persons.

Name of Reporting Person	Date of Transaction	Buy/Sell	Amount of Common Shares		rice per non Shares
Ning Zou ¹	02/10/2021	Sell	80,000	US\$	4.00
Singeton Management Limited	02/10/2021	Buy	80,000	US\$	4.00
Singeton Management Limited ²	02/17/2021	Buy	129,810	US\$	4.00
Liping Gao ³	02/26/2021	Buy	71,500	US\$	4.00
Liping Gao ⁴	02/26/2021	Buy	340,800	US\$	4.00
Yuxiang Qi ⁵	02/10/2021	Buy	216,016	US\$	4.00
Yuxiang Qi ⁶	02/11/2021	Buy	163,421	US\$	4.00
Yanli Xu ⁷	02/16/2021	Buy	516,920	US\$	4.00

Notes:

- On February 10, 2021, Ning Zou sold an aggregate of 80,000 Common Shares in a block trade at a price of US\$4.00 per share to Singeton Management Limited, a limited company incorporated in Hong Kong beneficially owned by Ning Zou.
- On February 17, 2021, Singeton Management Limited bought an aggregate of 129,810 Common Shares in a block trade at a price of US\$4.00 per share from Ning Zou's husband, Dong Wang.
- On February 26, 2021, Liping Gao bought an aggregate of 71,500 Common Shares in a block trade at a price of US\$4.00 per share from his wife, Yan Shao.
- On February 26, 2021, Liping Gao bought an aggregate of 340,800 Common Shares in a block trade at a price of US\$4.00 per share from WIN Forex Limited, a company beneficially owned by his daughter, Gao Yang.
- On February 10, 2021, Yuxiang Qi bought an aggregate of 216,016 Common Shares in a block trade at a price of US\$4.00 per share from Wistron International Limited, a company beneficially owned by her daughter, Dandan Liu.
- On February 11, 2021, Yuxiang Qi bought an aggregate of 163,421 Common Shares in a block trade at a price of US\$4.00 per share from her daughter, Dandan Liu.
- On February 16, 2021, Yanli Xu bought an aggregate of 516,920 Common Shares in a block trade at a price of US\$4.00 per share from Tai Shan Investments Limited.

Except as disclosed in the table above and to the best knowledge of each of the Reporting Persons, none of the Reporting Persons has effected any transaction in the Common Shares during the past 60 days.

- (d) Except as disclosed in this Schedule 13D, to the best knowledge of each of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Shares beneficially owned by any of the Reporting Person.
 - (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

The information regarding the Termination Agreement, the Consortium Agreement, the Merger Agreement, the Rollover and Support Agreement, the Debt Commitment Letter and the Limited Guarantee under Item 4 above is hereby incorporated by reference into this Item 6 in its entirety.

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Item 7. Material to be Filed as Exhibits.

EXHIBIT 99.1 – Joint Filing Agreement, dated March 12, 2021, by and among Reporting Persons (filed herewith).

EXHIBIT 99.2 –Termination Agreement, dated March 11, 2021 by and among Zhili Wang, TAISHANBPO1 Holdings Limited, Debao Wang, TAISHANBPO2 Holdings Limited, Guoan Xu, TAISHANBPO3 Holdings Limited, Qingmao Zhang, TAISHANBPO4 Holdings Limited, Long Lin, TAISHANBPO5 Holdings Limited, Jishan Sun and TAISHANBPO6 Holdings Limited.

EXHIBIT 99.3 – Consortium Agreement, dated March 11, 2021 by and among Zhili Wang, TAISHANBPO1 Holdings Limited, Debao Wang, TAISHANBPO2 Holdings Limited, Guoan Xu, TAISHANBPO3 Holdings Limited, Qingmao Zhang, TAISHANBPO4 Holdings Limited, Long Lin, TAISHANBPO5 Holdings Limited, Jishan Sun, TAISHANBPO6 Holdings Limited, Yipeng Wang, Ruixiu Wang, Qiaolin Wang, Yan Lyu, Xianghui Li, Ning Zou, Liping Gao, Yuxiang Qi and Yanli Xu.

EXHIBIT 99.4 – Agreement and Plan of Merger, dated March 12, 2021 by and among Taiying Group Ltd., Taiying International Inc. and China Customer Relations Centers, Inc. (incorporated by reference to Exhibit 99.2 to China Customer Relations Centers, Inc's Report of Foreign Private Issuer filed on Form 6-K on March 12, 2021).

EXHIBIT 99.5 – Rollover and Support Agreement, dated March 12, 2021 by and among Zhili Wang, Debao Wang, Guoan Xu, Qingmao Zhang, Long Lin, Wilstein Limited, Jishan Sun, Telecare Global Services Limited, Yipeng Wang, Harford Equity Limited, Ruixiu Wang, Sainsberry Limited, Qiaolin Wang, Yan Lyu, Xianghui Li, Ning Zou, Singeton Management Limited, Liping Gao, Yuxiang Qi, Yanli Xu, and Taiying Group Ltd..

EXHIBIT 99.6 – Debt Commitment Letter issued by China Merchants Bank Co., Ltd., to Taiying Group Ltd., dated as of March 11, 2021.

EXHIBIT 99.7 – Limited Guarantee, dated March 12, 2021 by and among Zhili Wang, Debao Wang, Guoan Xu, Qingmao Zhang, Long Lin, Jishan Sun and China Customer Relations Centers, Inc.

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SIGNATURE

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this Amendment is true, complete and correct.

Date: March 12, 2021

Zhili Wang /s/ Zhili Wang Debao Wang /s/ Debao Wang Guoan Xu /s/ Guoan Xu Qingmao Zhang /s/ Qingmao Zhang Long Lin /s/ Long Lin

Wilstein Limited

/s/ Long Lin

Name: Long Lin

Title: Authorized Signatory

Jishan Sun

/s/ Jishan Sun

Telecare Global Services Limited

/s/ Jishan Sun

Name: Jishan Sun

Title: Authorized Signatory

Yipeng Wang

/s/ Yipeng Wang

Harford Equity Limited

/s/ Yipeng Wang

Name: Yipeng Wang Title: Authorized Signatory

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Ruixiu Wang

/s/ Ruixiu Wang

Sainsberry Limited

/s/ Ruixiu Wang

Name: Ruixiu Wang

Title: Authorized Signatory

Qiaolin Wang

/s/ Qiaolin Wang

Yan Lyu

/s/ Yan Lyu

Xianghui Li

/s/ Xianghui Li

Ning Zou

/s/ Ning Zou

	Singeton Management Limited
	/s/ Ning Zou
	Name: Ning Zou
	Title: Authorized Signatory
	Liping Gao
	/s/ Liping Gao
	Yuxiang Qi
	/s/ Yuxiang Qi
	Yanli Xu
	/s/ Yanli Xu
20	
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JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with the other Reporting Person (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common shares, par value US\$0.001 per share, of China Customer Relations Centers, Inc., a company organized under the laws of the British Virgin Islands, and that this Agreement may be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument

snan constitute one and the same instrument.	
Date: March 12, 2021	
[Remainder of this page has been left into	entionally blank.]
IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of	f the date first written above.
	Zhili Wang
	/s/ Zhili Wang
	Debao Wang
	/s/ Debao Wang
	Guoan Xu
	/s/ Guoan Xu
	Qingmao Zhang
	/s/ Qingmao Zhang
[Signature Page to Joint Filing Ag	greement]
	Long Lin
	/s/ Long Lin
	Wilstein Limited
	/s/ Long Lin
	Long Dill

	Title: Authorized Signatory
	Jishan Sun
	/s/ Jishan Sun
	Telecare Global Services Limited
	/s/ Jishan Sun
	Name: Jishan Sun Title: Authorized Signatory
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	Yipeng Wang
	/s/ Yipeng Wang
	Harford Equity Limited
	/s/ Yipeng Wang
	Name: Yipeng Wang Title: Authorized Signatory
	Ruixiu Wang
	/s/ Ruixiu Wang
	Sainsberry Limited
	/s/ Ruixiu Wang
	Name: Ruixiu Wang
	Title: Authorized Signatory
[Signature Page to Joint Filing A	greement]
	Qiaolin Wang
	/s/ Qiaolin Wang
	Yan Lyu
	/s/ Yan Lyu
	151 IMI Lyu

Name: Long Lin

	Xianghui Li
	/s/ Xianghui Li
	Ning Zou
	/s/ Ning Zou
	Singeton Management Limited
	/s/ Ning Zou
	Name: Ning Zou Title: Authorized Signatory
[Signature Page to Joint Filing A	greement]
	Liping Gao
	/s/ Liping Gao
	Yuxiang Qi
	/s/ Yuxiang Qi
	Yanli Xu
	/s/ Yanli Xu
[Signature Page to Joint Filing A	greement]

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Termination Agreement"), is dated as of March 11, 2021 and is entered into by and among Mr. Zhili Wang, TAISHANBPO1 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Zhili Wang, Mr. Debao Wang, TAISHANBPO2 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Debao Wang, Mr. Guoan Xu, TAISHANBPO3 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Guoan Xu, Mr. Qingmao Zhang, TAISHANBPO4 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Qingmao Zhang, Mr. Long Lin, TAISHANBPO5 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Long Lin, and Mr. Jishan Sun, TAISHANBPO6 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Jishan Sun (each of them is referred to herein as a "Party" and collectively, as the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Consortium Agreement (as defined below).

RECITALS

WHEREAS, the Parties are parties to that certain Consortium Agreement, dated as of November 27, 2020 (the "Consortium Agreement") pursuant to which the Parties agreed to form a consortium to undertake an acquisition transaction with respect to China Customer Relations Centers, Inc., a business company incorporated under the laws of the British Virgin Islands listed on the NASDAQ Capital Market (the "Target"), and upon completion of the transaction, the Target would be delisted from the NASDAQ Capital Market and deregistered under the United States Securities Exchange Act of 1934, as amended;

WHEREAS, pursuant to Section 5.2 of the Consortium Agreement, the Parties may terminate the Consortium Agreement upon the written agreement of the Parties; and

WHEREAS, the Parties desire to terminate the Consortium Agreement in its entirety.

NOW, THEREFORE, the Parties agree as follows:

- 1. <u>Termination of the Original Consortium Agreement</u>. The Consortium Agreement is hereby unconditionally and irrevocably terminated in its entirety (and notwithstanding Section 5.3(b) of the Original Consortium Agreement, including Section 4 (*Exclusivity*) thereof) pursuant to Section 5.2 of the Original Consortium Agreement and is of no further force or effect, effective as of the date of this Termination Agreement. The Parties hereby agree and acknowledge that no breach of the Consortium Agreement by any Party occurred prior to the date of this Termination Agreement.
- 2. <u>Governing Law</u>. This Termination Agreement and all matters arising out of or relating to this Termination Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.
- 3. <u>Dispute Resolution</u>. Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Termination Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 3. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English, and the tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.
- 4. No Modification. No provision in this Termination Agreement can be waived, modified or amended except by written consent of the Parties.
- 5. <u>Counterparts</u>; <u>Entire Agreement</u>. This Termination Agreement may be signed and delivered by facsimile or portable document format via electronic mail and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed

to constitute a single instrument. This Termination Agreement sets forth the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all prior agreements, discussions or documents relating thereto.

6. <u>Successors</u>. This Termination Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

[Signatures to Follow on the Next Page]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be duly executed and delivered as of the date first written above.

Mr. Zhili Wang

/s/ Zhili Wang

TAISHANBPO1 Holdings Limited

By: /s/ Zhili Wang

Name: Zhili Wang

Title: Authorized Signatory

Notice shall be provided to:

Attention: Zhili Wang

Address: 1366 Zhongtianmen Dajie,

Xinghuo Science and Technology Park,

High-tech Zone, Taian City, Shandong Province, 27100 People's Republic of China

[Signature Page to Termination Agreement]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be duly executed and delivered as of the date first written above.

Mr. Debao Wang

/s/ Debao Wang

TAISHANBPO2 Holdings Limited

By: /s/ Debao Wang

Name: Debao Wang

Title: Authorized Signatory

Notice shall be provided to:

Attention: Debao Wang

Address: 1366 Zhongtianmen Dajie,

Xinghuo Science and Technology Park,

High-tech Zone, Taian City, Shandong Province, 27100 People's Republic of China

[Signature Page to Termination Agreement]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be duly executed and delivered as of the date first written above.

Mr. Guoan Xu

/s/ Guoan Xu

TAISHANBPO3 Holdings Limited

By: /s/ Guoan Xu

Name: Guoan Xu

Title: Authorized Signatory

Notice shall be provided to:

Attention: Guoan Xu

Address: 1366 Zhongtianmen Dajie,

Xinghuo Science and Technology Park,

High-tech Zone, Taian City, Shandong Province, 27100 People's Republic of China

[Signature Page to Termination Agreement]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be duly executed and delivered as of the date first written above.

Mr. Qingmao Zhang

/s/ Qingmao Zhang

TAISHANBPO4 Holdings Limited

By: /s/ Qingmao Zhang
Name: Qingmao Zhang
Title: Authorized Signatory

.

Notice shall be provided to:

Attention: Qingmao Zhang

No. 502, Unit 2, Building 3, Zhonglian,

Address: Section 2, East Area of Huanshan

Community,

Lixia District, Jinan City, Shandong Province, People's Republic of China

[Signature Page to Termination Agreement]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be duly executed and delivered as of the date first written above.

Mr. Long Lin

/s/ Long Lin

TAISHANBPO5 Holdings Limited

By: /s/ Long Lin

Name: Long Lin

Title: Authorized Signatory

Notice shall be provided to:

Attention: Long Lin

Address: No. 503, Unit 3, Building 8, Youdian

Xincun, Shizhong District, Jinan City,

Shandong Province, People's Republic of China

[Signature Page to Termination Agreement]

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be duly executed and delivered as of the date first written above.

Mr. Jishan Sun

/s/ Jishan Sun

TAISHANBPO6 Holdings Limited

By: /s/ Jishan Sun

Name: Jishan Sun

Title: Authorized Signatory

Notice shall be provided to:

Attention: Jishan Sun

Address: Room 201, Unit 1, Building A11, No.

1373, Aolan Road, Jimo City,

Shandong Province, People's Republic of China

[Signature Page to Termination Agreement]

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is made as of March 11, 2021 (this "Agreement"), by and among the parties set forth in Schedule A hereto (each of them is referred to herein as a "Party" and collectively, as the "Parties"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in Section 10.1 hereof.

WHEREAS, certain Parties (namely, Mr. Zhili Wang (the "Chairman"), TAISHANBPO1 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Zhili Wang, Mr. Debao Wang, TAISHANBPO2 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Debao Wang, Mr. Guoan Xu, TAISHANBPO3 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Guoan Xu, Mr. Qingmao Zhang, TAISHANBPO4 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Qingmao Zhang, Mr. Long Lin, TAISHANBPO5 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Long Lin, Mr. Jishan Sun, and TAISHANBPO6 Holdings Limited, a British Virgin Islands business company wholly-owned by Mr. Jishan Sun) entered into a Consortium Agreement on November 27, 2020 (the "Original Consortium Agreement") pursuant to which the Parties thereto agreed to undertake an acquisition transaction with respect to China Customer Relations Centers, Inc., a business company incorporated under the laws of the British Virgin Islands listed on the NASDAQ Capital Market (the "Target"), and upon completion of the transaction, the Target would be delisted from the NASDAQ Capital Market and deregistered under the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Original Consortium Agreement was terminated by the Parties thereto in its entirety on March 11, 2021;

WHEREAS, the Parties hereof propose to form a new consortium to undertake an acquisition transaction (the "Transaction") with respect to the Target, pursuant to which the Target would be delisted from NASDAQ Capital Market and deregistered under the Exchange Act;

WHEREAS, (a) in connection with the Transaction, the Parties propose to form a new company ("Holdco") under the laws of the British Virgin Islands, and to cause Holdco to form a direct, wholly-owned subsidiary ("Merger Sub") under the laws of the British Virgin Islands, (b) each Party intends to participate in the Transaction and enter into a rollover and support agreement (the "Support Agreement") with Holdco, pursuant to which he or she will contribute immediately prior to or simultaneously with the closing of the Transaction (the "Closing") all Target Common Shares beneficially owned by him/her to Holdco in exchange for newly issued ordinary shares of Holdco, and (c) at the Closing, the Parties intend that Merger Sub will be merged with and into the Target, with the Target being the surviving company and becoming a direct, wholly-owned subsidiary of Holdco (the "Surviving Company");

WHEREAS, in accordance with the terms of this Agreement, Parties will cooperate and participate in (a) the evaluation of the Target and (b) the negotiation of the terms of definitive documentation in connection with the Transaction (in which negotiations the Target is represented by a special committee of independent and disinterested directors of the Target Board (the "Special Committee"), including, without limitation, an agreement and plan of merger among Holdco, Merger Sub and the Target (the "Merger Agreement").

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Participation in Transaction; Debt Financing; Holdco Ownership and Arrangements

- 1.1 <u>Participation in Transaction.</u> The Parties hereby authorize Mr. Zhili Wang, Mr. Debao Wang, and Mr. Guoan Xu (collectively, the "Management Parties"), as the representatives of the Consortium (the "Consortium Representatives"), to negotiate and agree on the terms of the Merger Agreement with the Special Committee and deal with all the matters in connection with the Transaction in accordance with this Agreement.
- 1.2 Debt Financing.

- (a) The Parties shall use reasonable efforts and cooperate in good faith to arrange debt financing to support the Transaction (the "**Debt Financing**"), on terms satisfactory to the Parties.
- (b) To the extent practicable and permitted by the Target Board or the Special Committee, each of the Parties shall
 - (i) furnish the financing banks with financial, know-your-client and other pertinent information relevant to the financial condition, business, operations and assets of the Target, as may be reasonably requested by the financing banks, and
 - (ii) take all corporate or other actions reasonably requested by the financing banks to permit the consummation of the Debt Financing, including facilitating the pledging of collateral and, in connection therewith, executing and delivering any pledge and security documents, other definitive financing documents or certificates, or other documents as may be reasonably requested by the financing banks.

1.3 Holdco Ownership and Arrangements

- (a) The Parties agree that the memorandum and articles of association of Merger Sub shall become the memorandum and articles of association of the Surviving Company at the Closing.
- (b) Subsequent to the execution of the Merger Agreement, the Parties shall negotiate in good faith and use reasonable best efforts to enter into a shareholders agreement of Holdco that would, among other things, govern the relationship of the shareholders in Holdco following the Closing, and contain provisions customary for transactions of this type.

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- (c) Each Party's ownership percentage in Holdco shall be based on the amount of cash paid, and the agreed-upon value of any other consideration contributed, by such Party to Holdco relative to the aggregate amount of cash paid, and the aggregate agreed-upon value of any other consideration contributed, by all of the Parties to Holdco in connection with the Transaction (in each case, from whatever sources derived). Specifically, the Parties agree to contribute or cause to be contributed to Holdco at the Closing, in exchange for newly issued ordinary shares of Holdco, all of the Target Common Shares then beneficially owned by the Parties as provided in the Support Agreement, except as may otherwise be agreed by the Parties in writing. If so agreed, Target Common Shares not contributed by the Parties to Holdco at the Closing pursuant to the preceding sentence shall be paid based on the per share consideration provided for in the Merger Agreement and cancelled at the Closing. For the avoidance of doubt, the Parties agree that the obligation of the Parties to purchase and pay for any Holdco shares shall be subject to the satisfaction or waiver of the various conditions to the obligations of Holdco and Merger Sub to be set forth in the Merger Agreement.
- (d) To finance a portion of the cash needed by Holdco for payment of the consideration in the Transaction, each Party shall, in connection with the execution of the Merger Agreement, enter into the Support Agreement in customary form pursuant to which he or she agrees to the cancellation of a certain number of Target Common Shares beneficially owned by him or her for no consideration at the effective time of the Transaction and to subscribe, or cause a party designated by him or her to subscribe for a corresponding number of newly issued ordinary shares of Holdco in accordance with the terms of the Support Agreement.
- (e) The Chairman may, in his sole discretion, admit one or more additional investor(s) to the Consortium as consortium member(s) to provide additional equity capital for the consummation of the Transaction. Any additional consortium members admitted to the Consortium pursuant to this Section 1.3(e) shall execute an adherence agreement to this Agreement in form and substance to be agreed by the Parties.

2. Participation in Transaction; Advisors; Approvals

2.1 <u>Information Sharing and Roles.</u> Each Party shall cooperate in good faith in connection with the Transaction, including by (a) complying with any information delivery or other requirements entered into by Holdco, a Party or an Affiliate of a Party, and shall not, and shall direct its Representatives not to, whether by their action or omission, breach such arrangements or obligations; (b) participating in meetings and negotiations with the Special Committee and its advisors with respect to the Transaction, provided that the Chairman shall be the lead negotiator; (c) participating in meetings and negotiations with Debt Financing lenders, provided that the Chairman shall be the lead negotiator; (d) executing and comply with any confidentiality agreements reasonably required by the Target; (e) sharing all information reasonably necessary to evaluate the Target, including technical, operational, legal, accounting and financial materials and

relevant consulting reports and studies; (f) providing each other or Holdco with all information reasonably required concerning such Party or any other matter relating to such Party in connection with the Transaction and any other information a Party may reasonably require in respect of any other Party and its Affiliates for inclusion in the definitive documentation; (g) providing timely responses to requests by another Party for information; (h) applying the level of resources and expertise that such Party reasonably considers to be necessary and appropriate to meet its obligations under this Agreement; (i) consulting with each other Party and otherwise cooperating in good faith on any public statements regarding the Parties' intentions with respect to the Target, any issuance of which shall be subject to Section 6.1; and (j) any other action that is deemed customary for transactions of this type by the Chairman. Unless the Parties otherwise agree, none of the Parties shall commission a report, opinion, or appraisal (within the meaning of Item 1015 of Regulation M-A of the Exchange Act). Notwithstanding the foregoing, no Party is required to make available to the other Parties any of their internal investment committee materials or analyses or any information which it considers to be commercially sensitive information or which is otherwise held subject to an obligation of confidentiality. The Management Parties agree not to provide any information in breach of any of their obligations or fiduciary duties to the Target, as applicable.

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2.2 Appointment of Advisors.

- (a) The Parties shall agree to the scope and engagement terms of all joint Advisors to Holdco and/or the Parties in connection with the Transaction.
- (b) If a Party requires separate representation in connection with specific issues arising out of the Transaction, such Party may retain other Advisors to advise it. Each Party that engages separate Advisors shall (i) provide prior notice to the other Parties of such engagement; and (ii) be solely responsible for the fees and expenses of such separate Advisors except as otherwise provided in Section 3.1(c).
- 2.3 <u>Approvals.</u> Each Party shall use reasonable best efforts and provide all cooperation as may be reasonably requested by each other Party to obtain all applicable governmental, statutory, regulatory or other approvals, licenses, waivers or exemptions required or, in the reasonable opinion of the Parties, desirable for the consummation of the Transaction.

3. Transaction Costs

- 3.1 Expenses and Fee Sharing.
- (a) Upon consummation of the Transaction, the Surviving Company shall reimburse the Parties for, or pay on behalf of the Parties, as the case may be, all of their out-of-pocket costs and expenses incurred in connection with the Transaction, including, without limitation, the reasonable fees, expenses and disbursements of Advisors retained by the Parties (other than fees and costs of any separate Advisors who were retained by the Parties in accordance with Section 2.2(b)).
- (b) If the Transaction is not consummated (and Section 3.1(c) below does not apply), the Parties agree to share the costs and expenses of Holdco and the Consortium incurred prior to or as a result of the termination of the Transaction, including any fees and expenses payable to the Advisors retained by the Parties (other than fees and expenses of any separate Advisors retained by the Parties in accordance with Section 2.2(b)), on a pro rata basis in proportion to their proposed committed equity ownership in the Holdco.

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- (c) If the Transaction is not consummated due to the unilateral breach of this Agreement by one or more Parties, then such breaching Parties shall reimburse any non-breaching Party for all out-of-pocket costs and expenses, including any fees and expenses of (i) Advisors retained by the Parties (including the fees and costs of any separate Advisors who were retained by the non-breaching Parties in accordance with Section 2.2(b)) and (ii) financing banks in connection with the Debt Financing, incurred by such non-breaching Party in connection with the Transaction, without prejudice to any rights and remedies otherwise available to such non-breaching Party.
- (d) The Parties shall be entitled to receive any termination, break-up or other fees or amounts payable to Holdco or Merger Sub by the Target pursuant to the Merger Agreement, to be allocated pro rata among the Parties in proportion to their committed equity ownership

in the Holdco or otherwise as may be agreed in writing among the Parties, net of the costs and expenses incurred in connection with the Transaction, including, without limitation, the reasonable fees, expenses and disbursements of Advisors retained by the Parties (other than fees and costs of any separate Advisors who were retained by the Parties in accordance with Section 2.2(b)).

4. Exclusivity

- 4.1 <u>Exclusivity Period</u>. During the period beginning on the date hereof and ending on the earlier of (i) the 9-month anniversary of the date hereof, and (ii) the termination of this Agreement pursuant to Section 5.2 (the "**Exclusivity Period**"), each Party shall, and shall cause its Affiliate:
- (a) work exclusively with the other Parties to implement the Transaction, including, without limitation, to (i) evaluate the Target and its business, (ii) prepare, negotiate and finalize the definitive documentation in connection with the Transaction, including for the Debt Financing, and (iii) vote, or cause to be voted, at every shareholder or stakeholder meeting (whether by written consent or otherwise) all Target Securities held or beneficially owned by such Party against any Competing Proposal or matter that would facilitate a Competing Proposal and in favour of the Transaction (and any actions required in furtherance thereof);
- (b) not, without the prior written consent of the other Parties, directly or indirectly, either alone or with or through any Affiliate or Representative authorized to act on such Party's behalf (i) make a Competing Proposal, or seek, invite, initiate, solicit, encourage, induce, facilitate or join with any other person in the making of, any Competing Proposal, (ii) provide any information to any third party with a view to the third party or any other person pursuing or considering to pursue a Competing Proposal, (iii) finance or offer to finance any Competing Proposal, including, without limitation, by offering any equity or debt financing, or contribution of Target Securities or provision of a voting agreement, in support of any Competing Proposal, (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything that is inconsistent with the provisions of this Agreement or the Transaction as contemplated under this Agreement, (v) acquire or dispose of any Target Securities, or, directly or indirectly (A) sell, offer to sell, give, pledge, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of, or enter into any agreement, arrangement or understanding to sell or otherwise transfer or dispose of, an interest in any Target Securities ("Transfer") or permit any Transfer by any of its Affiliates of an interest in any Target Securities, in each case, except as expressly contemplated under this Agreement and the definitive documentation, (B) enter into any contract, option or other arrangement or understanding with respect to a Transfer or limitation on voting rights of any Target Securities, or any right, title or interest thereto or therein, or (C) deposit any Target Securities into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Target Securities, (vi) take any action that would reasonably be expected to have the effect of preventing, disabling or delaying any Party from performing its obligations under this Agreement, or (vii) seek, invite, initiate, solicit, encourage, induce, or facilitate any offer, inquiry or proposal from, or enter into any negotiation, discussion, agreement or understanding (whether or not in writing and whether or not legally binding) with, any other person regarding the matters described in Sections 4.1(b)(i) to 4.1(b)(vi);

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- (c) immediately cease and terminate, and cause to be ceased and terminated, all existing activities, discussions, conversations, negotiations and other communications with all persons conducted heretofore with respect to a Competing Proposal; and
- (d) promptly notify the other Parties if it or, to its knowledge, any of its Representatives receives any approach or communication with respect to any Competing Proposal, including, without limitation, in such notice the identity of the other persons involved and the nature and content of the approach or communication, and provide the other Parties with copies of any written communication.

Notwithstanding the foregoing provisions of this Section 4.1, to the extent the Target specifically requests that the applicable Management Parties cooperate in respect of a *bona fide* written Competing Proposal that was not initiated, solicited, or encouraged by such Management Party, and such Management Party determines (solely in his capacity as Chief Executive Officer, Chairman of the Target Board, Chief Financial Officer, Vice President or a member of the Target Board, as applicable, and not in his capacity as a shareholder of the Target) that, based on the written advice of British Virgin Islands counsel to the Consortium, that he is obligated in such capacity to cooperate with the Target in order to comply with his fiduciary duties under the laws of British Virgin Islands, such Management Party may provide such cooperation but only to the extent required to comply with such fiduciary duties in such capacity.

5. Termination

5.1 Failure to Agree. If the Parties are unable to agree either (a) as between themselves upon the material terms of the Transaction or the
Debt Financing for the Transaction, or (b) with the Special Committee on the material terms of a transaction which the Special Committee
agrees to recommend to the public shareholders of the Target, then, subject to Section 5.3(a), (i) a Party may cease its participation in the
Transaction by delivery of a written notice to the other Parties and (ii) this Agreement shall terminate with respect to such withdrawing
Party.

5.2 Other Termination Events. Subject to Section 5.3(b), this Agreement shall terminate with respect to all Parties upon the earlier to occur of (a) the Closing, and (b) a written agreement among the Parties to terminate this Agreement.

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5.3 Effect of Termination.

- (a) Upon termination of this Agreement with respect to a Party pursuant to Section 5.1, Section 3 (Transaction Costs), Section 4 (Exclusivity), Section 5 (Termination), Section 6.2 (Confidentiality), Section 7 (Notices) and Section 9 (Miscellaneous) shall continue to bind such Party and such Party shall be liable under Section 3 for its pro rata portion of any costs and expenses incurred by the Parties prior to the termination of this Agreement with respect to such Party, unless there was a breach of this Agreement by such Party prior to the termination, in which case Section 3.1(c) shall apply.
- (b) Upon termination of this Agreement pursuant to Section 5.2, Section 3 (Transaction Costs), Section 5 (Termination), Section 6.2 (Confidentiality), Section 7 (Notices) and Section 9 (Miscellaneous) shall continue to bind the Parties and each of the Parties shall be liable under Section 3 for its pro rata portion of any costs and expenses incurred by the Parties prior to the termination of this Agreement, unless there was a breach of this Agreement by any Party prior to the termination, in which case Section 3.1(c) shall apply.
- (c) Other than as set forth in Sections 5.3(a) and (b) or in respect of a breach of this Agreement by any Party prior to the termination of this Agreement with respect to such Party, the Parties shall not otherwise be liable to each other in relation to this Agreement.

6. Announcements and Confidentiality

6.1 <u>Announcements</u>. No announcements regarding the subject matter of this Agreement shall be issued by any Party without the prior written consent of the other Parties (other than any disclosure on Forms 3, 4 or 5 or Schedules 13D or 13G to the extent required by U.S. federal or state securities laws or the rules and regulations promulgated thereunder), which consent shall not be unreasonably withheld, delayed or conditioned, except to the extent that any such announcements are required by law, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after the form and terms of such disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent reasonably practicable. Any announcement to be made by the Parties or their Affiliates (including Holdco) in connection with the Transaction shall be jointly coordinated and agreed by the Parties.

6.2 Confidentiality.

(a) Except as permitted under Section 6.3, each Party shall not, and shall procure its Affiliates and Representatives not to, without the prior written consent of the other Parties, disclose any Confidential Information received by it (the "Recipient") from any other Party (the "Discloser") in any manner whatsoever. Each Party shall not, and shall procure its Affiliates and Representatives not to, use any Confidential Information for any purpose other than for the purposes of this Agreement or the Transaction.

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(b) The Recipient shall safeguard and return to the Discloser, on demand, any Confidential Information which falls within clause (a) of the definition of Confidential Information and in the case of electronic data that constitutes Confidential Information, to return or destroy such Confidential Information (other than any electronic data stored on the back-up tapes of the Recipient's hardware) at the option of the Recipient..

- (c) Each Party acknowledges that, in relation to Confidential Information received from the other Parties, the obligations contained in this Section 6.2 shall continue to apply for a period of 12 months following termination of this Agreement pursuant to Section 5.1 or Section 5.2, unless otherwise agreed in writing.
- 6.3 <u>Permitted Disclosures</u>. A Party may disclose Confidential Information (a) to those of its Affiliates and Representatives as such Party reasonably deems necessary to give effect to, perform its obligations under, or enforce this Agreement or evaluate, negotiate and implement the Transaction (including, without limitation, potential financing sources), but only on a confidential basis, (b) if required by law or a court of competent jurisdiction, the United States Securities and Exchange Commission or any other regulatory body or international stock exchange having jurisdiction over a Party or pursuant to whose rules and regulations such disclosure is required to be made, but only after the form and terms of such disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment thereon, in each case to the extent legally permissible and reasonably practicable or (c) if the information is publicly available other than through a breach of this Agreement by such Party or its Affiliates or Representatives.

7. Notices

7.1 Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by facsimile, overnight courier or electronic mail, to the address set forth under the heading "Notification Address" next to its name on Schedule A hereto, or to any other address, or facsimile number, or electronic mail address as a Party may hereafter specify for the purpose by notice to such Parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. (local time) on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

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8. Representations and Warranties

- 8.1 Representations and Warranties. Each Party hereby represents and warrants, on behalf of such Party only, to the other Parties that (a) it has the requisite power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such Party and no additional proceedings are necessary to approve this Agreement; (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of such Party enforceable against it in accordance with the terms hereof; (d) its execution, delivery and performance (including, without limitation, the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any material contract or agreement to which such Party is a party or by which such Party is bound, or any office such Party holds, (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Party or any of its properties and assets, or (iii) result in the creation of, or impose any obligation on such Party to create, any lien, charge or other encumbrance of any nature whatsoever upon such Party's properties or assets; and (e) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transaction based upon arrangements made by or on behalf of such Party.
- 8.2 <u>Target Securities</u>. As of the date of this Agreement, (a) each Party holds of record (i) the number of Target Common Shares set forth under the heading "**Target Common Shares**" next to their names on **Schedule A** hereto, (ii) the number of outstanding Target Securities (other than Target Common Shares) set forth under the heading "**Other Target Securities**" next to their names on **Schedule A** hereto, in each case free and clear of any encumbrances or restrictions (other than restrictions on transfer pursuant to applicable laws); (b) such Party has the sole right to control the voting and disposition of the Target Common Shares (if any) and any other Securities (if any) held by such Party; and (c) none of the Parties or their respective Affiliates owns, directly or indirectly, any Target Common Shares or other Target Securities, other than as set forth on **Schedule A** hereto. For purposes of this Section 8.2(c), "owns" means a Party (x) is the record holder of such security or (y) is the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of such security.
- 8.3 <u>Reliance</u>. Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Sections 8.1 and 8.2 and have been induced by them to enter into this Agreement.

9. Miscellaneous

- 9.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any previous oral or written agreements or arrangements among them or between any of them relating to its subject matter.
- 9.2 <u>Further Assurances</u>. Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.
- 9.3 <u>Severability</u>. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

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- 9.4 <u>Amendments</u>; <u>Waivers</u>. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by each of the Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 9.5 <u>Assignment; No Third Party Beneficiaries</u>. Other than as provided herein, the rights and obligations of each Party shall not be assigned without the prior consent of the other Parties. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the Parties. Nothing in this Agreement shall be construed as giving any person, other than the Parties and their heirs, successors, legal representatives and permitted assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 9.6 No Partnership or Agency. The Parties are independent and nothing in this Agreement constitutes a Party as the trustee, fiduciary, agent, employee, partner or joint venture of any other Parties.
- 9.7 Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document.
- 9.8 <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.
- 9.9 <u>Dispute Resolution</u>. Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 9.9. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Arbitration Rules of HKIAC, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defences to such enforcement based on lack of personal jurisdiction or inconvenient forum.
- 9.10 Specific Performance. Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to bring an action for specific performance and/or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including, without limitation, the right to claim money damages for breach of any provision of this Agreement.

9.11 <u>Limitation on Liability</u> . The obligation of each Party under this Agreement is several (and not joint or joint and several), pro	ovided
that the obligations of each individual Party and his wholly-owned Party under this Agreement shall be joint and several as be	tween
themselves.	

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10. Definitions and Interpretations

- 10.1 Definitions. In this Agreement, unless the context requires otherwise:
- "Advisors" means any advisors and/or consultants of Holdco, Merger Sub, and the Parties, in each case appointed in connection with the Transaction.
- "Affiliate" means, with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person and "Affiliates" shall be construed accordingly.
- "Business Day" means any day (other than a Saturday or a Sunday) on which banks generally are open in the British Virgin Islands, the People's Republic of China, Hong Kong, and in New York, New York, for the transaction of normal banking business.
- "Consortium" means the consortium formed by the Parties hereto to undertake the Transaction.
- "Competing Proposal" means a proposal, offer or invitation to the Target, any of the Parties, or any of their respective Affiliates (other than the Proposal), that involves the direct or indirect acquisition of ten percent (10%) or more of the Target Common Shares or voting power in the Target, a sale of all or any significant amount of the assets of the Target, a merger, business combination, consolidation, restructuring, reorganization, or recapitalization involving the Target, a change of control of the Target or any other transaction that could adversely affect, prevent or materially reduce the likelihood of the consummation of the Transaction with the Parties.
- "Confidential Information" includes (a) all written, oral or other information obtained in confidence by one Party from any other Party in connection with this Agreement or the Transaction, unless such information (i) is already known to such Party or to others not known by such Party to be bound by a duty of confidentiality, or (ii) is or becomes publicly available other than through a breach of this Agreement by such Party and (b) the existence or terms of, and any negotiations or discussions (including the status thereof) relating to, this Agreement, the Proposal and any definitive documentation, including, without limitation, the Merger Agreement.
- "Control" means the possession, directly or indirectly, of the power to direct the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.
- "Representative" of a Party means such Party's employees, directors, officers, partners, members, nominees, agents, advisors (including, without limitation, legal counsel, accountants, consultants and financial advisors), potential sources of equity or debt financing, and any representatives of the foregoing. The Representatives shall include the Advisors.
- "Target Common Shares" means the issued and outstanding Common Shares, par value US\$0.001 per share, of the Target.
- "Target Securities" means shares, warrants, options and any other securities or instruments which are convertible into or exercisable for shares in the Target.
- 10.2 Headings. Section and paragraph headings are inserted for ease of reference only and shall not affect construction.

[Signature Pages Follow]

	Mr. Zhili Wang
	/s/ Zhili Wang
	TAISHANBPO1 Holdings Limited
	By: /s/ Zhili Wang
	Name: Zhili Wang Title: Authorized Signatory
[Signature Po	age to Consortium Agreement]
IN WITNESS WHEREOF, the Parties have caused this Agre	eement to be duly executed and delivered as of the date first written above.
	Mr. Debao Wang
	/s/ Debao Wang
	TAISHANBPO2 Holdings Limited
	By: /s/ Debao Wang
	Name: Debao Wang Title: Authorized Signatory
[Signature Pa	age to Consortium Agreement]
IN WITNESS WHEREOF, the Parties have caused this Agre	eement to be duly executed and delivered as of the date first written above.
	Mr. Guoan Xu
	/s/ Guoan Xu
	TAISHANBPO3 Holdings Limited
	By: /s/ Guoan Xu

[Signature Page to Consortium Agreement]

	Mr. Qingmao Zhang
	/s/ Qingmao Zhang
	TAISHANBPO4 Holdings Limited
	By: /s/ Qingmao Zhang
	Name: Qingmao Zhang Title: Authorized Signatory
[Signature	e Page to Consortium Agreement]
WITNESS WHEREOF, the Parties have caused this	A
	Agreement to be duly executed and delivered as of the date first written above.
	Agreement to be duly executed and delivered as of the date first written above. Mr. Long Lin
	Mr. Long Lin
	Mr. Long Lin /s/ Long Lin TAISHANBPO5 Holdings Limited
	/s/ Long Lin TAISHANBPO5 Holdings Limited By: /s/ Long Lin Name: Long Lin
	Mr. Long Lin /s/ Long Lin TAISHANBPO5 Holdings Limited By: /s/ Long Lin Name: Long Lin Title: Authorized Signatory
	Mr. Long Lin /s/ Long Lin TAISHANBPO5 Holdings Limited By: /s/ Long Lin Name: Long Lin
	Mr. Long Lin /s/ Long Lin TAISHANBPO5 Holdings Limited By: /s/ Long Lin Name: Long Lin Title: Authorized Signatory
	Mr. Long Lin /s/ Long Lin TAISHANBPO5 Holdings Limited By: /s/ Long Lin Name: Long Lin Title: Authorized Signatory
[Signature	Mr. Long Lin /s/ Long Lin TAISHANBPO5 Holdings Limited By: /s/ Long Lin Name: Long Lin Title: Authorized Signatory the Page to Consortium Agreement]
[Signature	Mr. Long Lin /s/ Long Lin TAISHANBPO5 Holdings Limited By: /s/ Long Lin Name: Long Lin Title: Authorized Signatory the Page to Consortium Agreement]
[Signature	Mr. Long Lin /s/ Long Lin TAISHANBPO5 Holdings Limited By: /s/ Long Lin Name: Long Lin Title: Authorized Signatory
[Signature	Mr. Long Lin /s/ Long Lin TAISHANBPO5 Holdings Limited By: /s/ Long Lin Name: Long Lin Title: Authorized Signatory the Page to Consortium Agreement] Agreement to be duly executed and delivered as of the date first written above

[Signature Page to Consortium Agreement]

By: /s/ Jishan Sun Name: Jishan Sun

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly execu	uted and delivered as of the date first written above.
N	1r. Yipeng Wang
<u>/s</u>	s/ Yipeng Wang
[Signature Page to Consortium Agre	ement]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly execu	uted and delivered as of the date first written above.
N	1r. Ruixiu Wang
<u>/s</u>	s/ Ruixiu Wang
[Signature Page to Consortium Agre	ement]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly execu	uted and delivered as of the date first written above.
N	Лr. Qiaolin Wang
<u>/s</u>	s/ Qiaolin Wang
[Signature Page to Consortium Agre	
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly execu	uted and delivered as of the date first written above.
	1s. Yan Lyu
	s/ Yan Lyu
[Signature Page to Consortium Agre	
[Signuture 1 age to Consortium Agre	етепі

Mr. Xianghui Li

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first written above.

	/s/ Xianghui Li
[Signature Page to Consortium Ag	reement]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly exc	ecuted and delivered as of the date first written above.
	Ms. Ning Zou
	/s/ Ning Zou
[Signature Page to Consortium Ag	rreement]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly ex-	ecuted and delivered as of the date first written above
11 WITHESS WIEREST, the Furthes have educed this rigidement to be duly ex-	
	Mr. Liping Gao
	/s/ Liping Gao
[Signature Page to Consortium Ag	reement]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly exc	ecuted and delivered as of the date first written above.
	Ms. Yuxiang Qi
	/s/ Yuxiang Qi
[Signature Page to Consortium Ag	reement]
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly ex-	equited and delivered as of the data first written shows
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	Ms. Yanli Xu

[Signature Page to Consortium Agreement]

/s/ Yanli Xu

SCHEDULE A

Consortium Members

Parties	Target Common Shares	Other Target Securities	Notification Address
Zhili Wang	3,958,763	0	1366 Zhongtianmen Dajie, Xinghuo Science and
TAISHANBPO1 Holdings Limited	0	0	Technology Park, High-tech Zone, Taian City, Shandong Province, 271000 People's Republic of China
Debao Wang	1,069,936	0	1366 Zhongtianmen Dajie, Xinghuo Science and Technology Park, High-tech Zone, Taian City, Shandong Province, 271000
TAISHANBPO2 Holdings Limited	0	0	People's Republic of China
Guoan Xu	122,400	0	1366 Zhongtianmen Dajie, Xinghuo Science and Technology Park, High- tech Zone, Taian City,
TAISHANBPO3 Holdings Limited	0	0	Shandong Province, 271000 People's Republic of China
Qingmao Zhang	1,174,000	0	No. 502, Unit 2, Building 3, Zhonglian, Section 2, East Area of Huanshan Community, Lixia District, Jinan City,
TAISHANBPO4 Holdings Limited	0	0	Shandong Province, 250000 People's Republic of China
Long Lin(i)	755,157	0	No. 503, Unit 3, Building 8, Youdian Xincun, Shizhong District, Jinan City,
TAISHANBPO5 Holdings Limited	0	0	Shandong Province, 250000 People's Republic of China
Jishan Sun(ii)	889,240	0	Room 201, Unit 1, Building A11, No. 1373, Aolan Road, Jimo City,
TAISHANBPO6 Holdings Limited	0	0	Shandong Province, 266200 People's Republic of China
Yipeng Wang (iii)	764,240	0	No.1 Row 15, Nanmei Village, Meicun Town, Fangzi District, Weifang City, Shandong Province, 261000 People's Republic of China
Ruixiu Wang (iv)	764,240	0	No.3 Row 15, Nanmei Village, Meicun Town, Fangzi District, Weifang City, Shandong Province, 261000 People's Republic of China
Qiaolin Wang	684,200	0	No. 301, Unit 2, Building 2, Zhonglian, Section 2, East Area of Huanshan Community, Lixia District, Jinan City, Shandong Province, 250000 People's Republic of China
Yan Lyu	444,229	0	6-3-102 Yinchen Community, Feiyue Dadao, Lichen District, Jinan City, Shandong Province, 250100

People's Republic of China

[Schedule A to Consortium Agreement]

Parties	Target Common Shares	Other Target Securities	Notification Address
Xianghui Li	366,835	0	No.344 Xiangzhaozhuang Town, Xiajin County, Dezhou City, Shandong Province, 253200 People's Republic of China
Ning Zou(v)	253,110	0	D-910, Wego Plaza, Weihai City, Shandong Province, 264200 People's Republic of China
Liping Gao	495,934	0	Gate 1 No.242 Diyingzi Tun, Xingshugang Village, Hong Guang District, Daqing City, Heilongjiang Province, 163000 People's Republic of China
Yuxiang Qi	701,468	0	Room 2702, Building 3, Huamao Center, No. 89 Jianguo Road, Chaoyang District Beijing 100025 People's Republic of China
Yanli Xu	581,604	0	Room 2606, Building 7, Huamao Center, No. 89 Jianguo Road, Chaoyang District Beijing 100025 People's Republic of China

Notes:

- (i) Mr. Long Lin beneficially owns 755,157 Target Common Shares through Wilstein Limited, an international business company incorporated in the Republic of Seychelles beneficially owned by Mr. Long Lin.
- Mr. Jishan Shun collectively beneficially owns 889,240 Target Common Shares, representing 125,000 Target Common Shares directly held by Mr. Jishan Sun and 764,240 Target Common Shares held by Telecare Global Services Limited, a British Virgin Islands business company beneficially owned by Mr. Jishan Sun.
- (iii) Mr. Yipeng Wang beneficially owns 764,240 Target Common Shares through Harford Equity Limited, an international business company incorporated in the Republic of Seychelles beneficially owned by Mr. Yipeng Wang.
- (iv) Mr. Ruixiu Wang beneficially owns 764,240 Target Common Shares through Sainsberry Limited, an international business company incorporated in the Republic of Seychelles beneficially owned by Mr. Ruixiu Wang.
- (v) Ms. Ning Zou beneficially owns 253,110 Target Common Shares through Singeton Management Limited, a limited company incorporated in Hong Kong beneficially owned by Ms. Ning Zou.

[Schedule A to Consortium Agreement]

ROLLOVER AND SUPPORT AGREEMENT

This ROLLOVER AND SUPPORT AGREEMENT (this "Agreement") is entered into as of March 12, 2021 by and among Taiying Group Ltd., a business company with limited liability incorporated under the laws of the British Virgin Islands ("Parent") and certain holders of shares of China Customer Relations Centers, Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands (the "Company") as listed on Schedule A attached hereto (each, a "Rollover Securityholder" and collectively, the "Rollover Securityholders"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, Taiying International Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands and a wholly-owned subsidiary of Parent ("Merger Sub") and the Company have, concurrently with the execution of this Agreement, entered into an Agreement and Plan of Merger, dated as of the date hereof (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving company and a wholly-owned subsidiary of Parent (the "Merger"), upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, as of the date hereof, each Rollover Securityholder is the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of such Company Shares as set forth opposite such Rollover Securityholder's name under the column "Securities Owned" on Schedule A attached hereto (with respect to each Rollover Securityholder, the "Owned Securities") (the Owned Securities, together with any other Company Shares and/or Equity Interests of the Company acquired (whether beneficially or of record) by such Rollover Securityholder after the date hereof and prior to the earlier of the Effective Time and the termination of all such Rollover Securityholder's obligations under this Agreement, including any Company Shares and/or Equity Interests acquired by means of purchase, as a result of stock dividend or distribution, stock split, recapitalization, combination or reclassification or the conversion/exchange of any convertible/exchangeable securities or otherwise, being collectively referred to herein as the "Securities");

WHEREAS, in connection with the consummation of the Merger, each Rollover Securityholder agrees to (a) the cancellation of such Company Shares as set forth opposite such Rollover Securityholder's name under the column "Rollover Securities" on Schedule A attached hereto (with respect to each Rollover Securityholder, the "Rollover Securities") for no consideration in connection with the Merger, (b) subscribe for newly issued ordinary shares of Parent (the "Parent Shares") in consideration of the cancellation of the Rollover Securities held by each Rollover Securityholder immediately prior to or simultaneously with the Closing in accordance with and subject to the terms and conditions of this Agreement and (c) vote the Securities at the Company Shareholders Meeting in favor of the Merger, in each case, upon the terms and conditions set forth herein;

WHEREAS, in order to induce Parent and Merger Sub to enter into the Merger Agreement and consummate the transactions contemplated thereby, including the Merger, the Rollover Securityholders are entering into this Agreement;

WHEREAS, the Rollover Securityholders acknowledge that Parent and Merger Sub are entering into the Merger Agreement in reliance on the representations, warranties, covenants and other agreements of the Rollover Securityholders set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I VOTING; GRANT AND APPOINTMENT OF PROXY

Section 1.1 *Voting*. From and after the date hereof until the earlier of (A) the Closing, and (B) the termination of the Merger Agreement pursuant to and in compliance with the terms therein (such earlier time, the "Expiration Time"), each Rollover Securityholder irrevocably and unconditionally hereby agrees that (i) at the Company Shareholders Meeting or any other meeting (whether annual or extraordinary) of the shareholders of the Company in connection with the Merger Agreement and/or any transaction

contemplated thereby (including the Merger), however called (and any adjournment or postponement thereof), at which any of the matters described in paragraphs (a) – (f) hereof is to be considered, or (ii) in connection with any written resolution of the Company's shareholders in connection with the Merger Agreement and/or any transaction contemplated thereby (including the Merger), such Rollover Securityholder shall (x) in case of a meeting, appear or cause its/his Representative(s) to appear at such meeting or otherwise cause its/his Securities to be counted as present thereat for purposes of determining whether a quorum is present and (y) vote or cause to be voted (including by proxy or written resolution, if applicable) all of such Rollover Securityholder's Securities,

- (a) for authorization and approval of the Merger Agreement, the Merger and all other transactions contemplated by the Merger Agreement and any action required in furtherance thereof,
- (b) against any Acquisition Proposal or any other transaction, proposal, agreement or action made in opposition to authorization and approval of the Merger Agreement or in competition or inconsistent with the Merger and the other transactions contemplated by the Merger Agreement,
- (c) against any other action, agreement or transaction that is intended, that could reasonably be expected, or the effect of which could reasonably be expected, to materially impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or this Agreement or the performance by such Rollover Securityholder of its/his obligations under this Agreement, including, without limitation: (i) any extraordinary corporate transaction, such as a scheme of arrangement, merger, consolidation or other business combination involving the Company or any Company Subsidiary (other than the Merger); (ii) a sale, lease or transfer of a material amount of assets of the Company or any Company Subsidiary or a reorganization, recapitalization or liquidation of the Company or any Company Subsidiary; (iii) an election of new members to the board of directors of the Company, other than nominees to the board of directors of the Company who are serving as directors of the Company on the date of this Agreement or as otherwise provided in the Merger Agreement; (iv) any material change in the present capitalization or dividend policy of the Company or any amendment or other change to the Company's memorandum or articles of association, except if approved in writing by Parent; or (v) any other action that would require the consent of Parent pursuant to the Merger Agreement, except if approved in writing by Parent;
- (d) against any action, proposal, transaction or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Merger Agreement, or of such Rollover Securityholder contained in this Agreement,

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- (e) in favor of any adjournment or postponement of the Company Shareholders Meeting as may be reasonably requested by Parent, and
 - (f) in favor of any other matter necessary to effect the transactions contemplated by the Merger Agreement.

Section 1.2 Grant of Irrevocable Proxy; Appointment of Proxy.

- (a) Effective immediately upon the execution of the Merger Agreement and until the Expiration Time, without any further action by any Person, and only in the event and to the extent that such Rollover Securityholder fails to perform his or its obligations under Section 1.1, each Rollover Securityholder hereby irrevocably appoints Parent and any designee thereof as its/his proxy and attorney-in-fact (with full power of substitution), to vote or cause to be voted (including by proxy or written resolution, if applicable) such Rollover Securityholder's Securities in accordance with Section 1.1 above at the Company Shareholders Meeting or other annual or extraordinary meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, at which any of the matters described in Section 1.1 above is to be considered. Each Rollover Securityholder represents that all proxies, powers of attorney, instructions or other requests given by such Rollover Securityholder prior to the execution of this Agreement in respect of the voting of such Rollover Securityholder's Securities, if any, are not irrevocable and each Rollover Securityholder hereby revokes (or causes to be revoked) any and all previous proxies, powers of attorney, instructions or other requests with respect to such Rollover Securityholder's Securities. Each Rollover Securityholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy.
- (b) Each Rollover Securityholder affirms that the irrevocable proxy set forth in this Section 1.2 is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such

Rollover Securityholder under this Agreement. Each Rollover Securityholder further affirms that the irrevocable proxy is coupled with an interest and, except as set forth in this <u>Section 1.2</u>, is intended to be irrevocable prior to the Expiration Time. If for any reason the proxy granted herein is not irrevocable, then each Rollover Securityholder agrees to vote such Rollover Securityholder's Securities in accordance with <u>Section 1.1</u> above prior to the Expiration Time. The parties agree that the foregoing is a voting agreement.

Section 1.3 Restrictions on Transfers. Except as provided for in Article III below, pursuant to the Merger Agreement, each Rollover Securityholder hereby agrees that, from the date hereof until the Expiration Time, without the prior approval of all other Rollover Securityholders and Parent, such Rollover Securityholder shall not, directly or indirectly, (a) sell (constructively or otherwise), transfer, assign, tender in any tender or exchange offer, pledge, grant, encumber, hypothecate or similarly dispose of (by merger, testamentary disposition, operation of law or otherwise) (collectively, "Transfer"), either voluntarily or involuntarily, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any Securities, including, without limitation, any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction, floor transaction, collar transaction or any other similar transaction (including any option with respect to any such transaction) or combination of any such transactions, in each case involving any Securities and (i) has, or would reasonably be expected to have, the effect of reducing or limiting such Rollover Securityholder's economic interest in such Securities and/or (ii) grants a third party the right to vote or direct the voting of such Securities (any such transaction, a "Derivative Transaction"), (b) deposit any Securities into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Agreement, (c) convert or exchange, or take any action which would result in the conversion or exchange, of any Securities, (d) knowingly take any action that would make any representation or warranty of such Rollover Securityholder set forth in this Agreement untrue or incorrect or have the effect of preventing, disabling, or delaying such Rollover Securityholder from performing any of its/his obligations under this Agreement or that is intended, or would reasonably be expected, to impede, frustrate, interfere with, delay, postpone, adversely affect or prevent the consummation of the Merger or the other transactions contemplated by the Merger Agreement or this Agreement or the performance by the Company of its obligations under the Merger Agreement or by any Rollover Securityholder from performing any of his or its/his obligations under this Agreement, or (e) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a), (b), (c) or (d); provided that the foregoing shall not prevent the conversion of the Securities into the right to receive any merger consideration in accordance with the terms of the Merger Agreement. Subject to the Laws of the British Virgin Islands, any purported Transfer in violation of this Section 1.3 shall be null and void.

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ARTICLE II ROLLOVER SECURITIES

Section 2.1 Cancellation of Rollover Securities. Subject to the terms and conditions set forth herein, (a) each Rollover Securityholder agrees that its/his Rollover Securities shall be cancelled at the Effective Time for no consideration, and (b) other than its/his Rollover Securities, all Equity Interests of the Company held by such Rollover Securityholder, if any, shall be treated as set forth in the Merger Agreement and not be affected by the provisions of this Agreement.

Section 2.2 Issuance of Parent Shares. Immediately prior to or simultaneously with the Closing, in consideration of the cancellation of the Rollover Securities held by each Rollover Securityholder in accordance with Section 2.1, Parent shall issue to each Rollover Securityholder (or, a party designated by such Rollover Securityholder in writing) a certain number of Parent Shares so that upon the issuance of such Parent Shares each Rollover Securityholder's or its/his designee's ownership percentage in Parent shall be based on its/his Rollover Securities. Each Rollover Securityholder hereby acknowledges and agrees that (i) delivery of such Parent Shares shall constitute complete satisfaction of all obligations towards or sums due to such Rollover Securityholder by Parent and Merger Sub in respect of the Rollover Securities that are Company Shares held by such Rollover Securityholder and cancelled pursuant to Section 2.1 above, and (ii) such Rollover Securityholder shall have no right to any merger consideration in respect of the foregoing Rollover Securities held by such Rollover Securityholder.

Section 2.3 *Rollover Closing*. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in Sections 7.1, 7.2 and 7.3 of the Merger Agreement (other than conditions that by their nature are to be satisfied or waived, as applicable, at the Closing), the closing of the subscription and issuance of Parent Shares contemplated hereby (the "Rollover Closing") shall take place immediately prior to or simultaneously with the Closing or at such other time as the Parent and the Rollover Securityholders may mutually agree upon.

Section 2.4 Deposit of Rollover Securities. No later than five (5) Business Days prior to the Closing, each Rollover Securityholder and any agent of such Rollover Securityholder holding certificates evidencing any of the Rollover Securities shall deliver or cause to be delivered to Parent all certificates representing such Rollover Securities in such Person's possession, for disposition in accordance with the terms of this Agreement; such certificates and documents shall be held by Parent or any agent authorized by Parent until the Closing.

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ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ROLLOVER SECURITYHOLDERS

Section 3.1 *Representations and Warranties*. Each Rollover Securityholder, severally and not jointly, represents and warrants to Parent as of the date hereof and as of the Closing:

- a) such Rollover Securityholder has full legal right, power, capacity and authority to execute and deliver this Agreement, to perform such Rollover Securityholder's obligations hereunder and to consummate the transactions contemplated hereby;
- this Agreement has been duly executed and delivered by such Rollover Securityholder and, in case the Rollover Securityholder is an entity, the execution, delivery and performance of this Agreement by such Rollover Securityholder and the consummation by such Rollover Securityholder of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Rollover Securityholder and no other actions or proceedings on the part of such Rollover Securityholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby by such Rollover Securityholder;
- assuming due authorization, execution and delivery by Parent and the other Rollover Securityholders, this Agreement constitutes a legal, valid and binding agreement of such Rollover Securityholder, enforceable against such Rollover Securityholder in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);
 - (i) such Rollover Securityholder (A) is and/or, immediately prior to the Closing, will be the beneficial owner of, and has and will have good and valid title to, its/his Securities, free and clear of Liens other than as created by this Agreement or disclosed under the Merger Agreement, and (B) has and/or will have sole or shared (together with Affiliates controlled by such Rollover Securityholder) voting power, power of disposition, and power to demand dissenter's rights, in each case with respect to all of its/his Securities, with no limitations, qualifications, or restrictions on such rights, subject to applicable United States federal securities Laws, Laws of the British Virgin Islands, Laws of the People's Republic of China and the terms of this Agreement; (ii) its/his Securities are not subject to any voting trust agreement or other Contract to which such Rollover Securityholder is a party restricting or otherwise relating to the voting or Transfer of the Securities other than this Agreement; (iii) except for any transaction disclosed in the Company SEC Filings or other forms, reports or other documents filed with SEC by such Rollover Securityholder on or prior to the date hereof or under the Merger Agreement, such Rollover Securityholder has not Transferred any interest in any of its/his Securities pursuant to any Derivative Transaction; (iv) as of the date hereof, other than its/his Owned Securities, such Rollover Securityholder does not own, beneficially or of record, any Company Shares, other securities of the Company, or any direct or indirect interest in any such securities (including by way of derivative securities); and (v) such

Rollover Securityholder has not appointed or granted any proxy or power of attorney that is still in effect with respect to any

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of its/his Securities, except as contemplated by this Agreement;

except for the applicable requirements of the Exchange Act, the Securities Act, any other U.S. federal or state securities

Laws, the rules and regulations of NASDAQ and Laws of the British Virgin Islands, (i) no filing with, and no permit, authorization, consent or approval of any Governmental Authority is necessary on the part of such Rollover Securityholder for the execution, delivery and performance of this Agreement by such Rollover Securityholder or the consummation by such

Rollover Securityholder of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by such Rollover Securityholder nor the consummation by such Rollover Securityholder of the transactions contemplated hereby, nor compliance by such Rollover Securityholder with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of any such Rollover Securityholder which is an entity, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such Rollover Securityholder pursuant to any Contract to which such Rollover Securityholder is a party or by which such Rollover Securityholder or any property or asset of such Rollover Securityholder is bound or affected, or (C) violate any Order or Law applicable to such Rollover Securityholder or any of such Rollover Securityholder's properties or assets;

- there is no Action pending against any such Rollover Securityholder or, to the knowledge of such Rollover Securityholder, threatened against any such Rollover Securityholder or any other Person that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by such Rollover Securityholder of its/his obligations under this Agreement;
- such Rollover Securityholder has been afforded the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of Parent concerning the terms and conditions of the transactions contemplated hereby and the merits and risks of owning the Parent Shares and such Rollover Securityholder acknowledges that it/he has been advised to discuss with its/his own counsel the meaning and legal consequences of such Rollover Securityholder's representations and warranties in this Agreement and the transactions contemplated hereby; and
- h) each Rollover Securityholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon such Rollover Securityholder's execution, delivery and performance of this Agreement.

Section 3.2 *Covenants*. Each Rollover Securityholder hereby:

- (a) agrees, prior to the Expiration Time, not to knowingly take any action that would make any representation or warranty of such Rollover Securityholder contained herein untrue or incorrect or have or could have the effect of preventing, impeding or interfering with or adversely affecting the performance by such Rollover Securityholder of its/his obligations under this Agreement;
- (b) irrevocably waives, and agrees not to exercise, any rights of appraisal or rights of dissent from the Merger that such Rollover Securityholder may have with respect to such Rollover Securityholder's Securities (including without limitation any rights under Section 179 of the BVI Companies Act) prior to the Expiration Time;
- (c) agrees to permit the Company and Parent to publish and disclose in any press release, the Proxy Statement, the Schedule 13E-3 (including all documents filed with the SEC in accordance therewith) and any other disclosure documents in connection with the Merger Agreement and any filings with or notices to any Governmental Entity in connection with the Merger Agreement (or the transaction contemplated thereby), such Rollover Securityholder's identity and beneficial ownership of Securities and the nature of such Rollover Securityholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information, in each case, that the Company or Parent reasonably determines in its good faith judgement is required to be disclosed by Law;

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(d) agrees and covenants, severally and not jointly, that such Rollover Securityholder shall promptly (and in any event within twenty-four (24) hours) notify Parent and the Company of any new Company Shares and/or other Equity Interests of the Company with respect to which beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) is acquired by such Rollover Securityholder, including, without limitation, by means of purchase, as a result of stock dividend or distribution, stock split, recapitalization, combination or reclassification, or issued or received upon the vesting or exercise of any Company Share Awards or warrants or the conversion/exchange of any convertible/exchangeable securities of the Company or otherwise, after the date hereof. Any such Company Shares and/or other Equity Interest of the Company shall automatically become subject to the terms of this Agreement (other than Article II (Rollover Securities) unless each of the Rollover Securityholders agrees that any or all of such new Company Shares and/or other Equity Interests of the Company shall be designated as the Rollover Securities), and Schedule A attached hereto shall be deemed amended accordingly; and

(e) agrees further that, upon request of Parent, such Rollover Securityholder shall execute and deliver any additional documents, consents or instruments and take such further actions as may reasonably be deemed by Parent to be necessary or desirable to carry out the provisions of this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to each Rollover Securityholder that as of the date hereof and as of the Closing:

(a) Parent is duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands. Parent has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by Parent and the execution, delivery and performance of this Agreement by Parent and the consummation by Parent of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Parent and no other actions or proceedings on the part of Parent are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby. Assuming due authorization, execution and delivery by the Rollover Securityholders, this Agreement constitutes a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(b) (i) except for the applicable requirements of the Exchange Act, Laws of the British Virgin Islands and applicable Laws of the People's Republic of China, no filing with, and no permit, authorization, consent or approval of, any Governmental Entity is necessary on the part of Parent for the execution, delivery and performance of this Agreement by Parent or the consummation by Parent of the transactions contemplated hereby, and (ii) neither the execution, delivery or performance of this Agreement by Parent, nor the consummation by Parent of the transactions contemplated hereby, nor compliance by Parent with any of the provisions hereof shall (A) conflict with or violate any provision of the organizational documents of Parent, (B) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on such property or asset of Parent pursuant to, any Contract to which Parent is a party or by which Parent, or any of its property or asset is bound or affected, or (C) violate any Order or Law applicable to Parent or any of its properties or assets;

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(c) at the Rollover Closing, the Parent Shares to be issued under this Agreement shall have been duly and validly authorized and when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and nonassessable, free and clear of all claims and Liens, preemptive rights, rights of first refusal, subscription and similar rights, other than restrictions arising under applicable securities Laws and agreements entered into by the shareholders of Parent at or around the Rollover Closing; and

(d) Except as contemplated by the Merger Agreement or any other agreement entered into between relevant parties on or prior to the date hereof, or as disclosed in the Company SEC Filings or other forms, reports or other documents filed with SEC by any Rollover Securityholder on or prior to the date hereof, or otherwise agreed to in writing by the parties hereto, at and immediately after the Rollover Closing, there shall be (i) no options, warrants, or other rights to acquire Parent Shares, (ii) no outstanding securities exchangeable for or convertible into Parent Shares, and (iii) no outstanding rights to acquire or obligations to issue any such options, warrants, rights or securities.

ARTICLE V TERMINATION

This Agreement, and the obligations of the Rollover Securityholders hereunder (including, without limitation, Section 1.2 hereof), shall terminate and be of no further force or effect immediately upon the earlier to occur of (a) the Effective Time, and (b) the date of termination of the Merger Agreement in accordance with its terms. Notwithstanding the preceding sentence, this Article V and Article VI shall survive any termination of this Agreement. Nothing in this Article V shall relieve or otherwise limit any party's liability for any breach of this Agreement prior to the termination of this Agreement. If for any reason the Merger fails to occur but the Rollover Closing or deposit of the Rollover Shares contemplated by Article II has already taken place, then Parent shall promptly take all such actions as are necessary to restore each such Rollover Securityholder to the position it was in with respect to ownership of the Rollover Securities prior to the Rollover Closing or such deposit.

ARTICLE VI MISCELLANEOUS

Section 6.1 *Notices*. All notices and other communications hereunder shall be in writing in the English language and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or e-mail, upon written confirmation of receipt by facsimile or e-mail, or (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier. All notices hereunder shall be delivered to the addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this <u>Section 6.1</u>):

(i) If to a Rollover Securityholder, to the address set forth opposite to such Rollover Securityholder's name on Schedule A attached hereto.

(ii) If to Parent:

Attention: Debao Wang

Address: c/o 1366 Zhongtianmen Dajie

Xinghuo Science and Technology Park, High-tech Zone

Taian City, Shandong Province, 271000

People's Republic of China

Email: wangdebao@ccrc.com

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Section 6.2 *Capacity*. None of the Rollover Securityholders executing this Agreement who is or becomes during the term hereof a director or officer of the Company shall be deemed to make any agreement or understanding in this Agreement in such Person's capacity as a director or officer. Notwithstanding anything to the contrary in this Agreement, (i) each Rollover Securityholder is entering into this Agreement, and agreeing to become bound hereby, solely in its/his capacity as a beneficial owner of, or as a trust whose beneficiaries are the beneficial owners of, the Securities owned by it and not in any other capacity (including without limitation any capacity as a director or officer of the Company) and (ii) nothing in this Agreement shall obligate such Rollover Securityholder or its/his Representatives to take, or forbear from taking, as a director or officer of the Company, any action which is inconsistent with its/his or his fiduciary duties under the applicable Laws.

Section 6.3 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

Section 6.4 *Entire Agreement*. This Agreement and the Merger Agreement embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 6.5 Specific Performance. Each Rollover Securityholder acknowledges and agrees that monetary damages would not be an adequate remedy in the event that any covenant or agreement of such Rollover Securityholder in this Agreement is not performed in accordance with its terms, and therefore agrees that, in addition to and without limiting any other remedy or right available to Parent, Parent will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof. Each Rollover Securityholder agrees not to oppose the granting of such relief in the event a court determines that such a breach has occurred, and to waive any requirement for the securing or posting of any bond in connection with such remedy. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by Parent shall not preclude the simultaneous or later exercise of any other such right, power or remedy by Parent.

Section 6.6 Amendments; Waivers. At any time prior to the Expiration Time, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each Rollover

Securityholder and Parent, or in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by a party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

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Section 6.7 Governing Law; Dispute Resolution; Jurisdiction. This Agreement shall be interpreted, construed, performed and enforced in accordance with the Laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction. In the event any dispute arises among the parties hereto out of or in relation to this Agreement, including any dispute regarding its breach, termination or validity, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute has not been resolved by friendly consultations within thirty (30) days after any party has served written notice on the other parties requesting the commencement of such consultations, then any party may demand that the dispute be finally settled by arbitration in accordance with the following provisions of this Section 6.7. The arbitration shall be conducted by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when a notice of arbitration is submitted. The seat and venue of the arbitration shall be Hong Kong and the language of the arbitration shall be English. There shall be three arbitrators. One arbitrator shall be nominated by the claimant(s) and one arbitrator shall be nominated by the respondent(s). If either the claimant(s) or respondent(s) shall abstain from nominating their arbitrator, the HKIAC shall appoint such arbitrator. The two arbitrators so chosen shall select a third arbitrator; provided that if such two arbitrators shall fail to choose a third arbitrator within thirty (30) days after such two arbitrators have been selected, the HKIAC, upon the request of any party, shall appoint a third arbitrator. The third arbitrator shall be the presiding arbitrator. The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties, their legal and professional advisers, and any Person necessary for the conduct of the arbitration, unless otherwise required by Law or the parties hereto otherwise agree in writing. The parties agree that all documents and evidence submitted in the arbitration (including without limitation any statements of case and any interim or final award, as well as the fact that an arbitral award has been made) shall remain confidential both during and after any final award that is rendered unless otherwise required by Law or the parties hereto otherwise agree in writing. Upon and after the submission of any dispute to arbitration, the parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under this Agreement, except insofar as the same may relate directly to the matters in dispute. The parties hereby agree that any arbitration award rendered in accordance with the provisions of this Section 6.7 shall be final and binding upon them, and the parties further agree that such award may be enforced by any court having jurisdiction over the party against which the award has been rendered or the assets of such party wherever the same may be located. In any arbitration proceeding, any legal proceeding to enforce any arbitration award and in any other legal proceeding among the parties pursuant to or relating to this Agreement, each party expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state or is otherwise entitled to immunity.

Section 6.8 *Waiver of Jury Trial*. Each party hereto hereby irrevocably and unconditionally waives to the fullest extent permitted by applicable Laws any right it may have to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement.

Section 6.9 No Third Party Beneficiaries. The provisions of this Agreement are intended to be for the benefit of, and shall be enforceable by, the Company. Other than the Company, there are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties hereto (and their respective successors, heirs and permitted assigns) and the Company, any rights, remedies, obligations or liabilities, except as specifically set forth in this Agreement.

Section 6.10 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign this Agreement (in whole but not in part) in connection with a permitted assignment of the Merger Agreement by Parent, as applicable. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and, in the case of any applicable Rollover Securityholder, his, her or its estate, heirs, beneficiaries, personal representatives and executors.

Section 6.11 No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it has been represented by independent counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 6.12 *Counterparts*. This Agreement may be executed in two or more consecutive counterparts (including by facsimile or email pdf format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, email pdf format or otherwise) to the other parties; <u>provided</u>, <u>however</u>, that if any of the Rollover Securityholders fails for any reason to execute, or perform their obligations under, this Agreement, this Agreement shall remain effective as to all parties executing this Agreement.

[Signature Pages to follow]

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IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

PARENT

TAIYING GROUP LTD.

By: /s/ Zhili Wang
Name: Zhili Wang
Title: Director

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDER

ZHILI WANG

By: /s/ ZHILI WANG

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDER

DEBAO WANG

By: /s/ DEBAO WANG

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IN WITNESS WHEREOF,	the undersigned l	have caused th	nis Rollover and	Support Agreemen	nt to be ex	ecuted and
delivered as of the date first written above.						

ROLLOVER SECURITYHOLDER

GUOAN XU

By: /s/ GUOAN XU

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDER

QINGMAO ZHANG

By: /s/ QINGMAO ZHANG

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDERS

LONG LIN

By: /s/ LONG LIN

WILSTEIN LIMITED

By: /s/ LONG LIN

Name: Long Lin
Title: Director

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDERS

JISHAN SUN

By: /s/ JISHAN SUN

TELECARE GLOBAL SERVICES LIMITED

By: /s/ JISHAN SUN

Name: Jishan Sun
Title: Director

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDERS

YIPENG WANG

By: /s/ YIPENG WANG

HARFORD EQUITY LIMITED

By: /s/ YIPENG WANG

Name: Yipeng Wang
Title: Director

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDERS

RUIXIU WANG

By:	/s/ RUIXIU WANG	
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SAINSBERRY LIMITED

By: /s/ RUIXIU WANG

Name: Ruixiu Wang
Title: Director

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDER

QIAOLIN WANG

By: /s/ QIAOLIN WANG

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDER

YAN LYU

By: /s/ YAN LYU

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDER

XIANGHUI LI

By: /s/ XIANGHUI LI [Signature Page to Rollover and Support Agreement] IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above. ROLLOVER SECURITYHOLDERS **NING ZOU** /s/ NING ZOU By: SINGETON MANAGEMENT LIMITED /s/ NING ZOU By: Name: Ning Zou Title: Director [Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDER

YANLI XU

By: /s/ YANLI XU

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDER

YUXIANG QI

By: /s/ YUXIANG QI

[Signature Page to Rollover and Support Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Rollover and Support Agreement to be executed and delivered as of the date first written above.

ROLLOVER SECURITYHOLDER

LIPING GAO

By: /s/ LIPING GAO

[Signature Page to Rollover and Support Agreement]

SCHEDULE A

Rollover Securityholders

Rollover Securityholder	Securities Owned	Rollover Securities	Address
Zhili Wang	3,958,763	3,958,763	1366 Zhongtianmen Dajie, Xinghuo Science and Technology Park, High-tech Zone, Taian City, Shandong Province, 271000 People's Republic of China
Debao Wang	1,069,936	1,069,936	1366 Zhongtianmen Dajie, Xinghuo Science and Technology Park, High-tech Zone, Taian City, Shandong Province, 271000 People's Republic of China
Guoan Xu	122,400	122,400	1366 Zhongtianmen Dajie, Xinghuo Science and Technology Park, High-tech Zone, Taian City, Shandong Province, 271000 People's Republic of China
Qingmao Zhang	1,174,000	1,174,000	No. 502, Unit 2, Building 3, Zhonglian, Section 2, East Area of Huanshan Community, Lixia District, Jinan City, Shandong Province, 250000 People's Republic of China
Long Lin(i) Wilstein Limited(i)	755,157	755,157	No. 503, Unit 3, Building 8, Youdian Xincun, Shizhong District, Jinan City, Shandong Province, 250000 People's Republic of China
Jishan Sun(ii)	125,000	125,000	Room 201, Unit 1, Building A11, No. 1373, Aolan Road, Jimo City, Shandong Province, 266200 People's Republic of China

Telecare Global Services Limited (ii)	764,240	764,240					
Yipeng Wang (iii)			No.1 Row 15, Nanmei Village, Meicun Town,				
Harford Equity Limited (iii)	764,240	764,240	Fangzi District, Weifang City, Shandong Province, 261000 People's Republic of China				
Ruixiu Wang (iv)			No.3 Row 15, Nanmei Village, Meicun Town,				
Sainsberry Limited (iv)	764,240	764,240	Fangzi District, Weifang City, Shandong Province, 261000 People's Republic of China				
Qiaolin Wang	684,200	684,200	No. 301, Unit 2, Building 2, Zhonglian, Section 2, East Area of Huanshan Community, Lixia District, Jinan City, Shandong Province, 250000 People's Republic of China				

[Schedule A to Rollover and Support Agreement]

Rollover Securityholder	Securities Owned	Rollover Securities	Address			
Yan Lyu	444,229	444,229	6-3-102 Yinchen Community, Feiyue Dadao, Lichen District, Jinan City, Shandong Province, 250100 People's Republic of China			
Xianghui Li	366,835	366,835	No.344 Xiangzhaozhuang Town, Xiajin County, Dezhou City, Shandong Province, 253200 People's Republic of China			
Ning Zou (v) Singeton Management Limited (v)	253,110	253,110	D-910, Wego Plaza, Weihai City, Shandong Province, 264200 People's Republic of China			
Liping Gao	495,934	495,934	Gate 1 No.242 Diyingzi Tun, Xingshugang Village, Hong Guang District, Daqing City, Heilongjiang Province, 163000 People's Republic of China			
Yuxiang Qi	701,468	701,468	Room 2702, Building 3, Huamao Center, No. 89 Jianguo Road, Chaoyang District Beijing 100025 People's Republic of China			
Yanli Xu	581,604	581,604	Room 2606, Building 7, Huamao Center, No. 89 Jianguo Road, Chaoyang District Beijing 100025 People's Republic of China			

Notes:

(i) Mr. Long Lin beneficially owns 755,157 Company Shares through Wilstein Limited, an international business company incorporated in the Republic of Seychelles beneficially owned by Mr. Long Lin.

- Mr. Jishan Shun collectively beneficially owns 889,240 Company Shares, representing 125,000 Company Shares directly held by (ii) Mr. Jishan Sun and 764,240 Company Shares held by Telecare Global Services Limited, a British Virgin Islands business company beneficially owned by Mr. Jishan Sun.
- (iii) Mr. Yipeng Wang beneficially owns 764,240 Company Shares through Harford Equity Limited, an international business company incorporated in the Republic of Seychelles beneficially owned by Mr. Yipeng Wang.
- (iv) Mr. Ruixiu Wang beneficially owns 764,240 Company Shares through Sainsberry Limited, an international business company incorporated in the Republic of Seychelles beneficially owned by Mr. Ruixiu Wang.
- (v) Ms. Ning Zou beneficially owns 253,110 Company Shares through Singeton Management Limited, a limited company incorporated in Hong Kong beneficially owned by Ms. Ning Zou.

[Schedule A to Rollover and Support Agreement]

STRICTLY PRIVATE AND CONFIDENTIAL

To: Taiying Group Ltd. (the "**Borrower**")

WANG Zhili 王志利, WANG Debao 王德宝, XU Guoan 徐国安, ZHANG Qingmao 张庆茂, LIN Long林龙 and SUN Jishan

孙吉珊 (the "Ultimate Shareholders")

March 11, 2021

Dear Sirs,

CMB / Taiying - Commitment Letter

You have advised us that you, a company incorporated in the British Virgin Islands and ultimately controlled by the Ultimate Shareholders, is proposing to privatise all the outstanding ordinary shares of China Customer Relations Centers Inc. (the "Target") by way of the merger of the Target with Taiying International Inc. (the "Merger Sub"), a company incorporated in the British Virgin Islands and wholly owned by the Borrower, pursuant to the agreement and plan of merger (the "Merger Agreement") to be entered into among the Borrower, the Merger Sub and the Target (the "Merger"), with consummation of the Merger (the "Effective Time") taking place subject to the terms and conditions of the Merger Agreement.

We, China Merchants Bank Co., Ltd., are pleased to set out the terms and conditions on which we irrevocably commit to provide a term facility of up to US\$42,000,000 (the "Facility") in connection with the Merger.

This letter is to be read together with the term sheet attached hereto as Appendix A (the "Term Sheet", together with this letter, this "Commitment Letter"). Each capitalised term defined in the Term Sheet, unless otherwise defined in this Commitment Letter, has the same meaning when used in this Commitment Letter.

1 COMMITMENT

We hereby irrevocably commit to provide, 100% of the Facility subject only to the terms and conditions set out in paragraph 4 (*Funding Conditions*) of this Commitment Letter and the Term Sheet (the "Commitment").

2 GRANT OF MANDATE

Unless and until this Commitment Letter terminates in accordance with the terms of this Commitment Letter, you shall ensure that none of you, any of your shareholders, any member of the Borrower Group, or any affiliate of any of the foregoing appoints, or awards any title to, any person (other than us) in connection with providing the Facility or any other financing to fund the Merger (or any part thereof) without our prior written consent. Except as otherwise provided in this Commitment Letter, no fees or compensation in connection with the Facility or any other financing to fund the Merger shall be payable to anyone without our prior written consent.

3 INFORMATION

(a)

3.1 You hereby represent and warrant that:

(insofar as it relates to any member of the Target Group, to your knowledge having made due and careful enquiry) all written (including emails) factual information (other than Projections (as defined below), budgets, estimates, forward looking statements and information of a general economic or general industry nature concerning you or the Target or your or its respective subsidiaries) that has been or will be made available to us by or on behalf of you or any of your shareholders in connection with the transactions contemplated hereby (the "Information"), when taken as a whole, is true and accurate in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time up to and including the time when such representation or warranty is made or repeated); and

- any projections and forecasts that have been or will be made available to any of us by or on behalf of you or any of your shareholders (the "Projections"), have been or will be prepared in good faith on the basis of recent historical information and based upon assumptions believed by you in good faith to be reasonable at the time such Projections are furnished (it being recognised by us that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond your control, that no assurance can be given that any particular financial projections will be realised, that actual results may differ from projected results and that such differences may be material).
- The representations and warranties set out in paragraph 3.1 are deemed to be made by you (a) on the date of this Commitment Letter and (b) (to the extent that they relate to any Information provided on or after the date of this Commitment Letter) on each date on which such Information is provided, in each case, until the date on which the Facility Agreement (as defined below) is signed.
- You shall promptly notify us in writing at any time prior to the Closing Date after becoming aware that any representation and warranty set out in paragraph 3.1 above is incorrect or misleading and agree to use commercially reasonable efforts to supplement the Information promptly from time to time to ensure that each such representation and warranty, as supplemented, is correct in any material respect when made.

4 FUNDING CONDITIONS

Our agreement to provide (and, where applicable, to perform other specified roles with respect to) the Facility is subject only to satisfaction of the following conditions:

- execution of a facility agreement (that is mutually acceptable to you and us, reflecting the terms and conditions as set out in the Term Sheet) by all parties thereto (the "Facility Agreement") in accordance with paragraph 6 (Execution of Facility Agreement) of this Commitment Letter;
- satisfaction (or waiver by us) of (i) all conditions precedent to the availability and funding of the Facility set out in this paragraph 4 (*Funding Conditions*); (ii) the conditions precedent as specified in the Term Sheet; and (iii) the conditions precedent set out in the Facility Agreement; and
- subject to paragraph 5.3, it will not become unlawful after the date of this Commitment Letter in an applicable (c) jurisdiction for us (or any of our affiliates) if we were to fund and make available the Facility and perform our obligations under this Commitment Letter and the Facility Agreement,

and upon satisfaction or waiver (by us) of such conditions, the funding under the Facility shall occur.

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5 CERTAIN FUNDS

The Commitment in respect of the Facility is made on a certain funds basis, which will be set out in the Facility Agreement, during the Certain Funds Period. Accordingly, and notwithstanding anything to the contrary herein, during the Certain Funds Period, the only conditions precedent to the availability and funding of the Facility are as expressly set out in paragraph 4 (Funding Conditions) of this Commitment Letter.

5.2 We confirm that:

(a) the Commitment hereunder has been approved by our credit committees and all of our other relevant internal bodies required to provide the Commitment hereunder;

- (b) we have completed and are satisfied with the results of all client identification procedures that we are required to carry out in connection with making the Facility available in connection with the Merger in compliance with all applicable laws, regulations and internal requirements (including but not limited to all applicable money laundering rules and all "know your customer" requirements); and
- we have no further due diligence requirements in respect of the Facility and, for the avoidance of doubt, do not require any additional reports or due diligence investigations to be carried out and that the Commitment, and the entry into of the Facility Agreement by us, is not conditional upon any such further report or investigation other than those specified in the Term Sheet.
- On or before the Closing Date, if it becomes unlawful in any applicable jurisdiction for us to perform any of our obligations as contemplated by this Commitment Letter or to fund the Facility, we shall:
 - (a) promptly notify you upon becoming aware of the event; and
 - in consultation with you, take all reasonable steps to mitigate any circumstances which arise and which would result in our obligations under this Commitment Letter or the Commitment to fund the Facility not being available, including (but not limited to) transferring our rights and obligations under this Commitment Letter to one or more of our affiliates, provided that:
 - you shall promptly indemnify us for all costs and expenses reasonably and properly incurred by us as a result of steps taken by us pursuant to this paragraph (b); and
 - (ii) we are not obliged to take any such steps if, in our opinion (acting reasonably), doing so might be materially prejudicial to us.

6 EXECUTION OF FACILITY AGREEMENT

Each of the parties hereto undertake to negotiate in good faith, to use all reasonable commercial efforts and to allocate sufficient resources and personnel for the purposes of such negotiations, to agree the terms of, and upon such agreement to enter into, the Facility Agreement and the other finance documents (required to be entered into as a condition precedent to the initial funding of the Facility in the Facility Agreement) in all relevant capacities, as soon as reasonably practicable following the issuance of this Commitment Letter by us to the Borrower and in any event by or on the date falling six (6) months after the date of this Commitment Letter.

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- 6.2 Our undertaking under paragraph 6.1 above shall expire on the termination or expiry of this Commitment Letter.
- The Transaction Security and any other Finance Documents that are required as conditions precedent to the utilisation under the Facility Agreement as specified in Schedule 1 of the Term Sheet shall be drafted and negotiated between each of the parties hereto in good faith.

7 UNDERTAKING TO PAY

You undertake to pay (or to procure payment) to each of the Indemnified Persons (as defined below) as soon as reasonably practicable, and in any event within five (5) Business Days following demand, an amount equal to any liability, damages, cost, loss or expense (each, a "Loss") (including reasonable and documented legal fees) incurred by us or any of our affiliates or any of our (or our respective affiliates") directors, officers, employees or agents (each, an "Indemnified Person") arising out of, in connection with or based on any action, claim, suit, investigation or proceeding (in each case, whether or not any Indemnified Person is party and including any action, claim, investigation or proceeding to preserve or enforce rights) commenced, pending or threatened in relation to:

(a) the Merger or other transactions contemplated by this Commitment Letter or any Finance Documents;

- (b) the performance by any Indemnified Person of its obligations under this Commitment Letter or any Finance Document;
- (c) the use of proceeds of the Facility; and
- (d) any breach by the Borrower of any of the terms of this Commitment Letter,

except to the extent that such Loss resulted primarily from (a) the gross negligence or wilful misconduct of such Indemnified Person, (b) any breach by such Indemnified Person of any term of this Commitment Letter or any confidentiality undertaking with any of your shareholders or any member of the Borrower Group, (c) any wilful breach by such Indemnified Person of any applicable law or (d) claims of an Indemnified Person solely against one or more other Indemnified Persons and not arising out of any act or omission by you, any of your shareholders, any member of the Borrower Group or any affiliate thereof.

- You undertake to pay (or to procure payment) to each Indemnified Person within five (5) Business Days of demand an amount equal to any cost or expense (including reasonable and documented legal fees) incurred by such Indemnified Person in connection with investigating, preparing, pursuing or defending any action, claim, suit, investigation or proceeding arising out of, in connection with or based on any of the matters set forth in paragraph 7.1, whether or not any Indemnified Person is a party.
- We shall not have any duty or obligation, whether as fiduciary for any Indemnified Person or otherwise, to recover any payment made under paragraph 7.1 or 7.2.
- You agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you or any of your affiliates for or in connection with anything referred to in paragraph 7.1 except for (a) any breach of this Commitment Letter or the Facility Agreement or (b) any such liability for losses, claims, damages or liabilities incurred by you or any of your affiliates that in each case resulted primarily from the gross negligence or wilful misconduct of that Indemnified Person. No Indemnified Person shall be responsible or have any liability to you or any of your affiliates or anyone else for consequential losses or damages.

4

- Each Indemnified Person shall, to the extent legally permissible and reasonably practicable and (in the determination of such Indemnified Person) not prejudicial to the interests of such Indemnified Person, consult with you in connection with the conduct of any defence in connection with any action, claim, suit, proceeding or investigation against such Indemnified Person in respect of which such Indemnified Person seeks indemnification under paragraph 7.1 or 7.2. On the date on which the Facility Agreement becomes effective, your obligations under this paragraph 7 shall terminate and be superseded by the relevant terms of the Facility Agreement and this paragraph 7 shall cease to have effect, (in each case) to the extent that equivalent indemnities are given by you under the Facility Agreement and **provided that** nothing shall prejudice any accrued rights and/or claims under this paragraph 7 at the time when this paragraph 7 is so terminated or superseded.
- 7.6 All payments to be made by you under this Commitment Letter:
 - shall be paid in the currency specified in this Commitment Letter (or, if not so specified, as specified in the applicable invoice(s) for such payment(s)) and in immediately available, freely transferable cleared funds to such account(s) with such bank(s) as we or the applicable Indemnified Person (as the case may be) notify to you from time to time;
 - shall be paid without any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law. If a Tax Deduction is required to be made by law, the amount of the applicable payment due from you shall be increased to an amount which (after making such Tax Deduction) leaves an amount equal to such payment which would have been due if no such Tax Deduction had been required; and
 - are exclusive of any value added tax or similar charge ("Indirect Tax"). If any Indirect Tax is chargeable in respect of any such payment, you shall also and at the same time pay to the recipient of such payment an amount equal to the amount of such Indirect Tax.

8 FEES AND EXPENSES

7.5

- 8.1 You shall pay to us a commitment fee in the amount equal to 2% flat of the Facility Amount on the date of this Commitment Letter.
- You shall pay to us an arrangement fee in the amount equal to 3% of the aggregate amount of the utilised Facility on or before the earlier of (a) the Maturity Date; and (b) the date on which the Facility has been fully prepaid.
- You shall, within five (5) Business Days of written notice from any of us or our legal advisors, pay (or procure payment of) all reasonable costs and expenses (including legal fees in the amount agreed with you) incurred by us or any of our affiliates in connection with the negotiation, preparation, printing and execution of this Commitment Letter or any Finance Document.
- Your obligations under paragraph 8.3 above shall be effective whether or not the Facility Agreement is signed or any utilisation is made thereunder and whether or not the Closing Date occurs.

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9 CONFIDENTIALITY

- The parties acknowledge that the terms and conditions of this Commitment Letter are confidential and are not to be disclosed to or relied upon by anyone else, except disclosure of such terms and conditions or a copy of any of them is permitted to the extent made as follows:
 - to the Target Group and the current direct or indirect owners and management of the Target Group or any of their affiliates and their respective officers, directors, employees, investors and advisors or any of their affiliates on a "need to know" and confidential basis for purposes of the Merger;
 - to any of your affiliates, your shareholders, us or to any of your or our respective officers, directors, employees, attorneys, accountants, agents, investors, auditors, agents and advisors on a "need to know" and confidential basis for purposes of the Merger and/or the Facility;
 - to any person to the extent required by law, regulation, rule or applicable governmental, regulatory or administrative authority (including any applicable stock exchange and the US Securities and Exchange Commission) or court, or required pursuant to any legal, arbitral or administrative proceedings or process (in which case, the disclosing party agrees to inform the other party promptly thereof, to the extent permitted by applicable laws);
 - (d) in connection with the establishment of any due diligence defence;
 - (e) in connection with any preservation or enforcement of rights under this Commitment Letter;
 - by us on a "need to know" and confidential basis to any potential transferee or assignee of us who has been made aware of and agrees to be bound by the obligations under this paragraph 9;
 - (g) to any person by any party to the extent that such information becomes publicly available other than by reason of the violation of this paragraph 9 by any party; or
 - (h) to any person by any party if the other party consents.
- Notwithstanding anything to the contrary in this Commitment Letter, on the date the Facility Agreement become effective, our obligations under this paragraph 9 shall automatically terminate and be superseded by the terms of the Facility Agreement.
- For the avoidance of doubt, the provisions of this paragraph 9 do not supersede any other confidentiality or non-disclosure agreement or undertaking by any of us or our respective affiliates or our or their respective representatives in favour of you or any of your shareholders or the Target or any of your or their respective affiliates (whether directly or indirectly through a backto-back or similar agreement).

10 NO ANNOUNCEMENTS

Each of the parties shall not make, and shall cause each of its affiliates not to make, any public announcement regarding the Merger or the Facility without the prior consent of the other party (such consent not to be unreasonably withheld or delayed), except to the extent required by law, regulation, rule or competent governmental or regulatory authority (including any competent stock exchange and the US Securities and Exchange Commission) or court. On and after the date on which the Merger is publicly announced or disclosed, we shall have the right, at our own expense, to disclose our participation in the Facility, including without limitation, the placement of "tombstone" advertisements in financial and other newspapers, journals and in marketing materials.

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11 OTHER ROLES

11.5

- You acknowledge that we and our affiliates may provide debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you or your affiliates may have conflicting interests regarding the transactions contemplated by this Commitment Letter, the Merger and otherwise.
- You and we acknowledge that we or any of our affiliate may act in more than one capacity in relation to the transactions contemplated by this Commitment Letter and/or the Merger, and may have conflicting interests in respect of such different capacities.
- We shall not use confidential information obtained from you or any of your affiliates by virtue of the transactions contemplated by this Commitment Letter or its other relationships with you and your affiliates in connection with the performance by it of services for other companies, or furnish any such information to any such other companies.
- You acknowledge that we have no obligations to use in connection with the transactions contemplated by this Commitment Letter or the Merger, or to furnish to you or any of your affiliates, confidential information obtained from any other source.
 - You further acknowledge that we and our affiliates are or may be a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each such party may provide investment banking and other financial services to any person, and/or acquire, hold or sell (at its sole discretion), for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of any of your shareholders, any member of the Target Group, any member of the Borrower Group and other companies or entities with which any Obligor or any member of the Target Group or the Borrower Group may have commercial or other relationships.
- You further acknowledge and agree that you are responsible for making your own independent judgment with respect to the transactions contemplated by this Commitment Letter and the process leading thereto. Additionally, you acknowledge and agree that we have not advised or are not advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated by this Commitment Letter.

12 ASSIGNMENT OR TRANSFER

No party hereto may assign or transfer any of its rights or obligations under this Commitment Letter without the prior written consent of the other party.

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13 TERMINATION

13.1 Subject to paragraph 14 (Survival), this Commitment Letter shall terminate with immediate effect upon the earlier of:

- (a) us giving you notice terminating our obligations under this Commitment Letter, **provided that** such notice may only be given if:
 - you inform us in writing that you are withdrawing your offer for the Merger or are otherwise abandoning the Merger;
 - (ii) the offer for the Merger is rejected or the merger process of the Merger is terminated;
 - (iii) the Merger Agreement is terminated in accordance with its terms; or
 - (iv) the Effective Time does not occur by the End Date (as defined in the Merger Agreement);
- (b) the date falling 12 months after the date of this Commitment Letter; and
- (c) the date on which the Facility Agreement is duly executed by all parties thereto.
- You shall promptly notify us of any withdrawal by you of your offer for the Ordinary Shares, the abandonment of the Merger by you or the occurrence of any event or circumstance falling within paragraph 13.1(a).
- Subject to paragraph 14 (Survival), this Commitment Letter shall terminate on the date the Facility Agreement becomes effective.

14 SURVIVAL

The terms of paragraph 1 (Commitment), paragraph 2 (Grant of Mandate), paragraph 3 (Information), paragraph 5 (Certain Funds), paragraph 6 (Execution of Facility Agreement) (insofar as it relates to any Finance Document that is to be executed after execution of the Facility Agreement and that has not yet been entered into), paragraph 7 (Undertaking to Pay) (to the extent specified in paragraph 7.5), paragraph 8 (Fees and Expenses), paragraph 9 (Confidentiality) (to the extent of your obligations thereunder), paragraph 10 (No Announcements) to paragraph 12 (Assignment or Transfer), and this paragraph 14 to paragraph 19 (Integration) inclusive shall survive and continue after the date the Facility Agreement becomes effective, except that your obligations under this Commitment Letter (other than the information update obligations, which obligations shall terminate on the Closing Date) shall automatically terminate and be superseded by the Facility Agreement upon the signing of the Facility Agreement, and you shall be released from all liability in connection therewith at such time.

Without prejudice to paragraph 14.1, paragraph 8 (*Fees and Expenses*) to paragraph 19 (*Integration*) inclusive shall survive and continue after any termination or expiry of this Commitment Letter, whether as a result of paragraph 13 (*Termination*) or otherwise.

15 MISCELLANEOUS

- No waiver or amendment of any provision of this Commitment Letter shall be effective unless it is in writing and signed by all of the parties to this Commitment Letter.
- Our failure to exercise or our delay in exercising any right or remedy shall not constitute a waiver of such right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy shall preclude any further exercise thereof, or the exercise of any other right or remedy. Except as expressly provided in this Commitment Letter, our rights and remedies contained in this Commitment Letter are cumulative and not exclusive of any rights or remedies provided by law.

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We may delegate, by prior written notice to you, any or all of our rights and obligations under this Commitment Letter to any of our subsidiaries or affiliates (each a "**Delegate**") and may designate any Delegate as responsible for the performance of any of its appointed functions under this Commitment Letter provided that we shall remain liable to you for the performance of such

rights and obligations by its Delegate and for any loss or liability suffered by you as a result of such Delegate's failure to perform such obligations. Each Delegate may rely on this Commitment Letter.

- Except for any Indemnified Person, a person who is not a party to this Commitment Letter has no right to enforce or to enjoy the benefit of any term of this Commitment Letter under the Contracts (Rights of Third Parties) Ordinance (Cap. 623). The Commitment is given for your benefit only and may not be relied upon by any other person.
- Notwithstanding any other term of this Commitment Letter, the consent of any person who is not a party to this Commitment Letter is not required to rescind or vary this Commitment Letter at any time.
- None of the provisions of this Commitment Letter constitutes us a fiduciary, advisor or agent of the Borrower, any of your shareholders, any member of the Borrower Group or the Target Group or any affiliate of any of the foregoing.

16 COUNTERPARTS

This Commitment Letter may be executed in any number of counterparts, and this has the same effect as if the signatures and/or execution on such counterparts were on a single copy of this Commitment Letter.

17 NOTICES

- Any communication to be made under or in connection with this Commitment Letter shall be made in writing and, unless otherwise stated, may be made by letter.
- 17.2 Notices and communications to be given to you by us under this Commitment Letter shall be sent to:

Name: Taiying Group Ltd.

Address: No.1366 Zhongtianmen Street, Gaoxin District, Taian, Shandong, China

Attention: Gao Wan

Email: gaowan@ccrc.com

or such other address and/or details as may from time to time be notified by you to us.

17.3 Notices and communications to be given by you to us under this Commitment Letter shall be sent to:

Name: China Merchants Bank Co., Ltd.
Address: No.7 Gongqingtuan Road, Jinan, China

Attention: Zhang Haijun

Email: ytzhanghaijun@cmbchina.com

or such other address and/or details as may from time to time be notified by us to you.

18 GOVERNING LAW

- 18.1 This Commitment Letter is governed by Hong Kong law.
- The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Commitment Letter.

19 INTEGRATION

- This Commitment Letter sets out the entire agreement between you and us as to providing the Facility and supersede any prior oral and/or written understandings or arrangements between the parties hereto relating to the Facility or the financing of the Merger.
- Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein or therein (including an obligation to negotiate in good faith), in each case subject to and in accordance with the terms of this Commitment Letter.

This Commitment	Letter shall	become effecti	ve as of the	date of this	Commitment	Letter.	We look f	orward to	working '	with y	ou on thi
transaction											

Yours faithfully,

For and on behalf of

China Merchants Bank Co., Ltd.

as Lender

/s/ Dan Jin

Name: Dan Jin

Title: General Manager Assistant

We hereby agree to the terms of the above letter.

For and on behalf of

Taiying Group Ltd.

as Borrower

/s/ Zhili Wang

Name: Zhili Wang Title: Director Date: March 11, 2021

> APPENDIX A CMB / TAIYING – TERM SHEET

LIMITED GUARANTEE

This Limited Guarantee, dated as of March 12, 2021 (this "Limited Guarantee"), is made by Mr. Zhili Wang, Mr. Debao Wang, Mr. Guoan Xu, Mr. Qingmao Zhang, Mr. Long Lin and Mr. Jishan Sun (each a "Guarantor" and, collectively, the "Guarantors"), in favor of China Customer Relations Centers, Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands (the "Guaranteed Party"). Reference is hereby made to the Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement"), by and among Taiying Group Ltd., a business company with limited liability incorporated under the laws of the British Virgin Islands ("Parent"), Taiying International Inc., a business company with limited liability incorporated under the laws of the British Virgin Islands ("Merger Sub"), and the Guaranteed Party. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Merger Agreement.

1. Limited Guarantee.

Each Guarantor hereby absolutely, irrevocably and unconditionally, severally but not jointly, guarantees to the Guaranteed Party, subject to the terms and conditions hereof, but only up to the Maximum Amount (as defined below), on the terms and subject to the conditions herein, the due and punctual payment, performance and discharge of his respective percentage as set forth opposite such Guarantor's name on Schedule A hereto (for each such Guarantor, the "Guaranteed Percentage") of Parent's obligation to pay to the Guaranteed Party (i) the Parent Termination Fee if and when required pursuant to Section 8.2(c) of the Merger Agreement and (ii) the costs and expenses actually incurred or accrued in connection with the collection under and the enforcement of Section 8.2(c) of the Merger Agreement if and when required pursuant to Section 8.2(d) of the Merger Agreement (collectively, the "Guaranteed Obligation"); provided that in no event shall a Guarantor's liability under this Limited Guarantee exceed an amount equal to its Guaranteed Percentage of the Guaranteed Obligation (such limitation on the liability of each Guarantor being hereinafter referred as the "Maximum Amount"), and the Guaranteed Party hereby agrees that (a) each Guarantor shall in no event be required to pay more than the Maximum Amount under or in respect of this Limited Guarantee and (b) each Guarantor shall not have any obligation or liability to any Person (including, without limitation, to the Guaranteed Party's equityholders, Affiliates and/or Subsidiaries) relating to, arising out of or in connection with, this Limited Guarantee or the Merger Agreement other than as expressly set forth herein. This Limited Guarantee may be enforced for the payment of money only.

2. Terms of Limited Guarantee.

(a) This Limited Guarantee is one of payment, not collection, and a separate action or actions may be brought and prosecuted against the Guarantors to enforce this Limited Guarantee, irrespective of whether any action is brought against Parent or any other Person or whether Parent or any other Person is joined in any such action or actions; provided that no action or actions may be brought against a Guarantor under this Limited Guarantee unless such action or actions are also brought simultaneously against all the other Guarantors, and the Guaranteed Party shall not release any of the Guarantors from any obligations except to the extent all the Guarantors under this Limited Guarantee are released simultaneously or the provisions of this Limited Guarantee are amended or waived on terms and conditions no less favorable to any of the Guarantors than the others. Notwithstanding anything to the contrary contained in this Limited Guarantee or any other document, the obligations of each Guarantor under this Limited Guarantee shall be several and not joint.

(b) Subject to the other provisions in this Limited Guarantee, the liability of each Guarantor under this Limited Guarantee shall, to the fullest extent permitted under applicable Laws, be absolute, irrevocable and unconditional, irrespective of:

- (i) the value, genuineness, validity, illegality or enforceability of the Merger Agreement or any other agreement or instrument referred to herein or therein;
- (ii) any release or discharge of any obligation of Parent contained in the Merger Agreement resulting from any change in the corporate existence, structure or ownership of Parent, or any insolvency, bankruptcy, reorganization, liquidation or other similar proceeding affecting Parent or any of its assets;

- (iii) any amendment or modification of the Merger Agreement, or any change in the manner, place or terms of payment or performance of, any change or extension of the time of payment or performance of, or any renewal or alteration of any Guaranteed Percentage of the Guaranteed Obligation or Guaranteed Obligation, any escrow arrangement or other security therefor, or any liability incurred directly or indirectly in respect thereof;
- (iv) the existence of any claim, set-off or other right that any Guarantor may have at any time against Parent or the Guaranteed Party, whether in connection with any Guaranteed Percentage of the Guaranteed Obligation or Guaranteed Obligation or otherwise;
- (v) the failure of the Guaranteed Party to assert any claim or demand or enforce any right or remedy against Parent or any Guaranter or any other Person primarily or secondarily liable with respect to any Guaranteed Percentage of the Guaranteed Obligation or Guaranteed Obligation (other than as and if required by Section 2(a));
- (vi) the adequacy of any other means the Guaranteed Party may have of obtaining repayment of the Guaranteed Obligation; or
- (vii) any other act or omission that may in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than as a result of payment of the Guaranteed Obligation in accordance with the Guaranteed Percentage or otherwise its terms);

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other than in each case with respect to (A) defenses to the payment of the Guaranteed Obligation that are applicable to Parent under the Merger Agreement or (B) breach by the Guaranteed Party of this Limited Guarantee, including, without limitation, the limitations set forth in Section 3 below, and notwithstanding any other provision of this Limited Guarantee to the contrary, each Guarantor may assert, as a defense to, or release or discharge of, any payment or performance by such Guarantor under this Limited Guarantee, any claim, set-off, deduction, defense or release that Parent or Merger Sub could assert against the Guaranteed Party under the terms of, or with respect to, the Merger Agreement that would relieve each of Parent and Merger Sub of its obligations under the Merger Agreement with respect to the Guaranteed Percentage of the Guaranteed Obligation and Guaranteed Obligation.

- (c) Each Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of the Guaranteed Obligation and notice of or proof of reliance by the Guaranteed Party upon this Limited Guarantee or acceptance of this Limited Guarantee. Without expanding the obligations of the Guarantors hereunder, the Guaranteed Obligation shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Limited Guarantee, and all dealings between Parent and/or the Guarantors, on the one hand, and the Guaranteed Party, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Limited Guarantee. Except as provided in Section 2(a), when pursuing its rights and remedies hereunder against the Guaranteed Party shall be under no obligation to pursue such rights and remedies it may have against Parent or any other Person for the Guaranteed Percentage of the Guaranteed Obligation or Guaranteed Obligation or any right of offset with respect thereto, and any failure by the Guaranteed Party to pursue such other rights or remedies or to collect any payments from Parent or any such other Person or to realize upon or to exercise any such right of offset, and any release by the Guaranteed Party of Parent or any such other Person or any right of offset, shall not relieve any Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Guaranteed Party.
- (d) Each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein (except for notices to be provided to Parent and its counsel pursuant to the terms of the Merger Agreement).
- (e) The Guaranteed Party shall not be obligated to file any claim relating to any Guaranteed Percentage of the Guaranteed Obligation or Guaranteed Obligation in the event that Parent becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantors' obligations hereunder. In the event that any payment to the Guaranteed Party in respect of the Guaranteed Obligation is rescinded or must otherwise be returned for any reason whatsoever, the Guarantors shall remain liable hereunder with respect to the Guaranteed Obligation as if such payment had not been made so long as this Limited Guarantee has not terminated in accordance with its terms.

3. Sole Remedy; No Recourse. The Guaranteed Party acknowledges and agrees that the sole asset of Parent is cash in a de minimis amount and that no additional funds are expected to be contributed to Parent unless and until the Closing occurs. Notwithstanding anything that may be expressed or implied in this Limited Guarantee or any document or instrument delivered in connection herewith, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party further agrees that neither it nor any other Person (including, without limitation, the Guaranteed Party's equityholders, Affiliates and Subsidiaries) has any right of recovery against, and no personal liability shall attach to, the Guarantors, any Affiliate of the Guarantors, (as applicable) any former, current or future director, officer, employee, agent of the Guarantors or their Affiliates, any former, current or future assignee of the Guarantors, or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, Affiliate, controlling person, representative or assignee of any of the foregoing (each such Person, a "Related Person"), through Parent or otherwise, whether by or through attempted piercing of the corporate, limited liability company or limited partnership veil, by or through a claim by or on behalf of Parent against the Guarantors or any Related Person (except for any claim under the Rollover and Support Agreement among Parent and the Guarantors in accordance with the terms thereof), or otherwise, except for its rights against the Guarantors under this Limited Guarantee. Recourse against the Guarantors under this Limited Guarantee shall be the sole and exclusive remedy of (i) the Guaranteed Party and (ii) all of the Guaranteed Party's equityholders, Affiliates and Subsidiaries against the Guarantors and any Related Person (other than Parent) in respect of any liabilities or obligations arising under, or in connection with, this Limited Guarantee, the Merger Agreement or the transactions contemplated hereby or thereby, including by piercing the corporate, limited liability company or limited partnership veil or by a claim by or on behalf of Parent. The Guaranteed Party hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its Affiliates and Subsidiaries not to institute, any proceeding or bring any other claim arising under, or in connection with, this Limited Guarantee, the Merger Agreement or the transactions contemplated hereby or thereby (or the failure of such to be consummated), against the Guarantors or any Related Person, except for (A) claims of the Guaranteed Party against the Guaranters under and in accordance with this Limited Guarantee and (B) claims of the Guaranteed Party against Parent or Merger Sub under and in accordance with the Merger Agreement, and the Guaranteed Party hereby, on behalf of itself and its Affiliates and Subsidiaries, waives any and all claims arising under, or in connection with, the Merger Agreement, this Limited Guarantee or, in each case, the transactions contemplated hereby or thereby against the Guarantors or any Related Person and releases such Persons from such claims, in each case, except for claims described in clauses (A) and (B) of this sentence (each, a "Permitted Claim"). Nothing set forth in this Limited Guarantee shall confer or give or shall be construed to confer or give to any Person (including any Person acting in a representative capacity) other than the Guaranteed Party any rights or remedies against any Person, including the Guarantors, except as expressly set forth herein.

4. <u>Subrogation</u>. No Guarantor will exercise against Parent any rights of subrogation or contribution, whether arising by contract or operation of law (including, without limitation, any such right arising under bankruptcy or insolvency Laws) or otherwise, by reason of any payment by him pursuant to the provisions of <u>Section 1</u> hereof unless and until the Guaranteed Obligation has been paid in full.

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5. Termination. This Limited Guarantee shall terminate (and the Guarantors shall have no further obligations hereunder) upon the earliest to occur of (a) the Effective Time, (b) the payment in full of the Guaranteed Obligation, or (c) the termination of the Merger Agreement in accordance with its terms by mutual consent of Parent and the Guaranteed Party or under circumstances in which Parent and Merger Sub would not be obligated to pay the Parent Termination Fee in accordance with the Merger Agreement. Notwithstanding the immediately preceding parenthetical, all obligations of the Guarantors hereunder shall expire automatically three months after the termination of the Merger Agreement for any reason without any further obligations of the Guarantors hereunder, unless a claim for payment of the Guaranteed Obligation is made prior to the end of such three-month period. In the event that the Guaranteed Party or any of its equityholders, Affiliates or Subsidiaries asserts in any litigation or other proceedings relating to this Limited Guarantee or the Merger Agreement (i) that the provisions hereof (including, without limitation, Section 1 hereof limiting a Guarantor's aggregate liability to the Maximum Amount or Section 3 hereof relating to the sole and exclusive remedies of the Guaranteed Party and its equityholders, Affiliates and Subsidiaries against such Guarantor or any Related Person) are illegal, invalid or unenforceable, in whole or in part, or (ii) any theory of liability against any Guarantor or any Related Person with respect to the transactions contemplated by this Limited Guarantee or the Merger Agreement other than any Permitted Claim, then (x) the obligations of such Guarantor under this Limited Guarantee, he shall be entitled to recover such payments from the Guaranteed Party and (z) neither such Guarantor nor any

Related Persons shall have any liability to the Guaranteed Party or any of its equityholders, Affiliates or Subsidiaries with respect to the Merger Agreement or the transactions contemplated by the Merger Agreement or this Limited Guarantee.

- 6. Continuing Guarantee. Except to the extent terminated pursuant to the provisions of Section 5 hereof, this Limited Guarantee is a continuing one and shall remain in full force and effect until the indefeasible payment and satisfaction in full of the Guaranteed Obligation, shall be binding upon the Guarantors and their assigns, and shall inure to the benefit of, and be enforceable by, the Guaranteed Party and its successors, permitted transferees and permitted assigns; provided that notwithstanding anything to the contrary in this Limited Guarantee, the provisions of this Limited Guarantee that are for the benefit of any Related Person (including the provisions of Sections 3, 5, 11, 12 and 15) shall indefinitely survive any termination of this Limited Guarantee for the benefit of the Guarantors and any Related Persons. All obligation to which this Limited Guarantee applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.
- 7. Entire Agreement. This Limited Guarantee, the Merger Agreement and any other document contemplated hereby and thereby constitute the entire agreement with respect to the subject matter hereof, and supersede all other prior agreements and understandings, both written and oral, among Parent and/or the Guarantors or any of their respective Affiliates, on the one hand, and the Guaranteed Party or any of its Affiliates, on the other hand, and this Limited Guarantee is not intended to and shall not confer upon any Person (including, without limitation, the Guaranteed Party's equityholders, Affiliates and Subsidiaries) other than the parties hereto and any Related Person any rights or remedies expressly provided herein.
- 8. Amendments and Waivers. Any provision of this Limited Guarantee may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Guarantors and the Guaranteed Party or, in the case of a waiver, by the party or parties against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by any party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

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- 9. <u>Counterparts</u>. This Limited Guarantee may be executed in counterparts (including by facsimile or electronically transmitted signature pages), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.
- 10. Notices. All notices, requests, claims, demands and other communications hereunder shall be sufficient if in writing, and sent by facsimile transmission (provided that any notice received by facsimile transmission or otherwise at the addressee's location on any Business Day after 5:00 p.m. (addressee's local time) shall be deemed to have been received at 9:00 a.m. (addressee's local time) on the next Business Day), by reliable international overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:
 - (a) If to a Guarantor, to the address set forth opposite to such Guarantor's name on Schedule A attached hereto.
 - (b) If to the Guaranteed Party, as provided in Section 9.2(b) of the Merger Agreement.
- 11. Governing Law. This Limited Guarantee shall be interpreted, governed by and construed in accordance with the Laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction.
 - 12. Jurisdiction; Waiver of Service of Process.
- (a) Jurisdiction. In the event any dispute arises among the parties hereto out of or in relation to this Limited Guarantee, including any dispute regarding its breach, termination or validity, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute has not been resolved by friendly consultations within thirty (30) days after any party has served written notice on the other parties requesting the commencement of such consultations, then any party may demand that the dispute be finally settled by arbitration in accordance with the following provisions of this Section 12. The arbitration shall be conducted in accordance with the Hong Kong International Arbitration Centre ("HKIAC") Administered Rules in force when a notice of arbitration is submitted. The seat and venue of the arbitration shall be Hong Kong and the language of the arbitration shall be English. The appointing

authority shall be the HKIAC. There shall be three arbitrators. One arbitrator shall be nominated by the claimant(s), irrespective of number, and one arbitrator shall be nominated by the respondent(s), irrespective of number. If the respondent(s) shall abstain from nominating their arbitrator, the HKIAC shall appoint such arbitrator. The two arbitrators so chosen shall select a third arbitrator; provided that if such two arbitrators shall fail to choose a third arbitrator within 30 days after such two arbitrators have been selected, the HKIAC, upon the request of any party, shall appoint a third arbitrator. The third arbitrator shall be the presiding arbitrator. The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties, their legal and professional advisers, and any Person necessary for the conduct of the arbitration, unless otherwise required by Law or the parties hereto otherwise agree in writing. The parties agree that all documents and evidence submitted in the arbitration (including without limitation any statements of case and any interim or final award, as well as the fact that an arbitral award has been made) shall remain confidential both during and after any final award that is rendered unless otherwise required by Law or the parties hereto otherwise agree in writing. Upon and after the submission of any dispute to arbitration, the parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under this letter agreement, except insofar as the same may relate directly to the matters in dispute. The parties hereby agree that any arbitration award rendered in accordance with the provisions of this Section 12 shall be final and binding upon them, and the parties further agree that such award may be enforced by any court having jurisdiction over the party against which the award has been rendered or the assets of such party wherever the same may be located.

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(b) <u>Service of Process</u>. Each party hereto hereby (i) consents to service of process in any action between the parties arising in whole or in part under or in connection with this Limited Guarantee in any manner permitted by New York law, (ii) agrees that service of process made in accordance with clause (i) or made by registered or certified mail, return receipt requested, at its address specified pursuant to <u>Section 10</u>, will constitute good and valid service of process in any such action and (iii) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such action any claim that service of process made in accordance with clauses (i) or (ii) does not constitute good and valid service of process.

13. Representations and Warranties. Each of the Guarantors hereby represents and warrants to the Guaranteed Party, and the Guaranteed Party hereby represents and warrants to the Guarantors that: (a) he/it has all necessary power and authority to execute, deliver and perform this Limited Guarantee; (b) in the case of the Guaranteed Party, the execution, delivery and performance of this Limited Guarantee by it has been duly and validly authorized and approved by all necessary action, and no other proceedings or actions on the part of such party are necessary therefor; (c) this Limited Guarantee has been duly and validly executed and delivered by him/it and constitutes a valid and legally binding obligation of him/it, enforceable against him/it in accordance with its terms (subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law)); (d) the execution, delivery and performance by him/it of this Limited Guarantee do not and will not violate its organizational documents (if applicable) or violate any applicable Law or conflict with any material agreement binding on him/it; (e) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Entity necessary for the due execution, delivery and performance of this Limited Guarantee by him/it have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Entity is required in connection with the execution, delivery or performance of this Limited Guarantee; and (f) for so long as this Limited Guarantee shall remain in effect in accordance with its terms, each Guarantor or his Affiliates shall have the cash on hand and/or capital commitments required to fund the Guaranteed Obligation.

14. <u>No Assignment</u>. Neither this Limited Guarantee nor any of the rights, interests or obligations hereunder shall be assignable without the prior written consent of the Guaranteed Party (in the case of an assignment by a Guarantor) or all the Guarantees (in the case of an assignment by the Guaranteed Party).

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15. <u>Waiver of Jury Trial</u>. EACH OF THE PARTIES TO THIS LIMITED GUARANTEE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS LIMITED GUARANTEE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS CONTAINED IN THIS SECTION 15.

16. Severability. Any term or provision of this Limited Guarantee which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the sole extent of such invalidity or unenforceability without rendering invalid or unenforceable the remainder of such term or provision or the remaining terms and provisions of this Limited Guarantee in any jurisdiction and, if any provision of this Limited Guarantee is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable; provided that this Limited Guarantee may not be enforced without giving effect to the limitation of the amount payable hereunder to the Maximum Amount provided in Section 1 hereof and to the provisions of Sections 3 and 5 hereof. No party hereto shall assert, and each party shall cause its/his respective equityholders, Affiliates and Subsidiaries not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable.

17. <u>Headings</u>. Headings of the sections of this Limited Guarantee are for convenience only and shall be given no substantive or interpretive effect whatsoever. When a reference is made in this Limited Guarantee to a particular section, such reference shall be to a section of this Limited Guarantee only, unless otherwise indicated.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the undersigned have caused this Limited Guarantee to be executed and delivered as of the date first written above.

GUARANTORS ZHILI WANG

By: /s/ ZHILI WANG

DEBAO WANG

By: /s/ DEBAO WANG

GUOAN XU

By: /s/ GUOAN XU

QINGMAO ZHANG

By: /s/ QINGMAO ZHANG

LONG LIN

By: /s/ LONG LIN

JISHAN SUN

By: /s/ JISHAN SUN

Signature Page to Limited Guarantee

IN WITNESS WHEREOF, the undersigned have caused this Limited Guarantee to be executed and delivered as of the date first written above.

GUARANTEED PARTY

CHINA CUSTOMER RELATIONS CENTERS, INC.

By: /s/ Tianjun Zhang

Name: Tianjun Zhang
Title: Director

Signature Page to Limited Guarantee

SCHEDULE A

Guarantors	Guaranteed Percentage	Address
		1366 Zhongtianmen Dajie,
		Xinghuo Science and Technology Park, High-tech Zone, Taian
Zhili Wang	49.67%	City,
		Shandong Province, 271000
		People's Republic of China
		1366 Zhongtianmen Dajie,
		Xinghuo Science and Technology Park, High-tech Zone, Taian
Debao Wang	13.42%	City,
		Shandong Province, 271000
		People's Republic of China
	1.54%	1366 Zhongtianmen Dajie,
		Xinghuo Science and Technology Park, High-tech Zone, Taian
Guoan Xu		City,
		Shandong Province, 271000
		People's Republic of China
	14.73%	No. 502, Unit 2, Building 3, Zhonglian,
		Section 2, East Area of Huanshan Community,
Qingmao Zhang		Lixia District, Jinan City,
		Shandong Province, 250000
		People's Republic of China
	9.48%	No. 503, Unit 3, Building 8,
Long Lin		Youdian Xincun, Shizhong District, Jinan City,
		Shandong Province, 250000
		People's Republic of China
Jishan Sun	11.16%	Room 201, Unit 1, Building A11, No. 1373,
		Aolan Road, Jimo City,
	11.1070	Shandong Province, 266200
		People's Republic of China
Total	100%	

Schedule A to Limited Guarantee