

终止协议
TERMINATION AGREEMENT

本终止协议（以下简称“本协议”）由下列各方于2016年__月__日签署：
This TERMINATION AGREEMENT (the "Agreement") is made as of February 29
2016 by and among:

甲方
(1) FIRESWIRL TECHNOLOGIES INC., 一家依照加拿大法律设立和有效存续的公司, 注册地址为: 2823 - 595 Burrard Street, Three Bentall Centre, Vancouver, British Columbia V7X 1L4;
FIRESWIRL TECHNOLOGIES INC., a company incorporated pursuant to the laws of the Province of British Columbia, having an address at 2823 - 595 Burrard Street, Three Bentall Centre, Vancouver, British Columbia V7X 1L4 ("Fireswirl Technologies");

乙方 WEI ZHANG, a citizen of the PRC (Identity Card Number: _____), having a correspondence address at _____

丙方 LEI LIU, a citizen of the PRC (Identity Card Number: _____), having a correspondence address at _____

北京兴长信达科技发展有限公司, 一家依照中国法律设立并有效存续的有限责任公司, 注册地址为: 中国北京市朝阳区广渠路九龙山家园物业楼 104 室;

丁方 BEIJING XINGCHANG XINDA TECHNOLOGY DEVELOPMENT CO., LTD., a company incorporated pursuant to the laws of the People's Republic of China (the "PRC"), having a registered address at Room 104 Property Management Building, Jiulongshan Garden, Guangqu Road, Chaoyang District, Beijing, China ("XCXD")

戊方 火旋风科技(深圳)有限公司, 一家依照中国法律设立并有效存续的有限责任公司, 注册地址为: 中国深圳市罗湖区人民南路深房广场 B 座 2001 室。

FIRESWIRL TECHNOLOGIES (SHENZHEN) CO., LTD., a company incorporated pursuant to the laws of PRC, having a registered

address at Room 2001 Tower B Shenfeng Plaza, Renmin Road South, Louhu District, Shenzhen, China ("Fireswirl Shenzhen" and, together with Fireswirl Technologies, "Fireswirl").

(以下单独简称“一方”或合并简称“各方”)
(Each of the parties to this Agreement is referred to hereinafter individually as a "Party" and collectively as the "Parties")

鉴于:

WHEREAS:

- (1) 各方已签署附件一所列的一系列协议和文件(以下合并简称“控制性文件”)。
The Parties signed a series of agreements and documents as listed on Appendix 1 hereto (collectively the "Control Documents").
- (2) 各方拟根据本终止协议的规定终止控制性文件。
The Parties wish to terminate the Control Documents on the terms of this Agreement.

经友好协商, 各方一致约定达成如下协议:

THEREFOR, THE PARTIES AGREE THE FOLLOWINGS:

1. 各方确认, 除已经履行完毕者外, 自本协议签署并载于首页之日起, 控制性文件即终止。一旦终止, 各方不再受控制性文件的约束, 并且不再承担与控制性文件有关的所有义务或责任。
The Parties confirm that, other than those already performed, the Control Documents shall terminate with effect from the date of this Agreement which is the day written on the first page hereto. Upon termination, the Parties will not be bound by the Control Documents and all obligations and liabilities provided for under the Control Documents shall be released.
2. 各方确认, 截至本终止协议签署之日, 各方未违反控制性文件的规定且就控制性文件的履行无争议。任何一方特此放弃就控制性文件向其他方索赔的权利。
The Parties confirm that, as of the date of this Agreement, none of the Parties has breached any terms of the Control Documents, nor shall it have any claim with respect to the performance of the Control Documents. A Party hereby waives any right it may have to claim against the other Party(ies) under the Control Documents.
3. 各方进一步确认, 截至本终止协议签署之日, 各方之间不存在任何类似控制性文件的其他文件(以下简称“类似其他文件”)。如果存在任何类似其他文件, 各方同意自本协议签署并载于首页之日起, 该等类似其他文件也即行终止。截至本终止协议签署之日, 各方之间在类似的其他文件不存在任何争议。

The Parties further confirm that, as of the date of this Agreement, no other documents similar to the Control Documents exist among the Parties ("Other Similar Documents"). Should there exist any of the Other Similar Documents, the Parties agree that such Other Similar Documents shall forthwith terminate as from the date of this Agreement which is the date written on the first page hereto. As of the date of this Agreement, no dispute among the Parties exists under such Other Similar Documents.

4. 本终止协议应根据中华人民共和国法律解释和履行。与本终止协议有关的任何争议，各方应友好协商解决。若无法协商解决的，任何一方应提交中国国际经济贸易仲裁委员会按照申请仲裁时现行有效的仲裁规则进行仲裁。仲裁地点为深圳。仲裁裁决是终局的，对各方均有约束力。

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute concerning this Agreement shall be resolved through friendly consultation. Failing this, any Party may submit such dispute to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The venue of the arbitration shall be in Shenzhen. The arbitral award is final and binding upon the Parties.

5. 本终止协议以中英文编制，如果中英文本之间存在任何不符之处，以英文为准。This Agreement shall be executed in both English and Chinese. In the event of any discrepancy between the two versions, the English version shall prevail.
6. 本终止协议签订五（5）份正本，各方各执一（1）份。
This Agreement shall be signed in five (5) originals, with each Party holding one (1) original.

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[签署页]
[EXECUTION VERSION]

鉴此，各方（或其正式授权代表）已于本终止协议文首载明的日期签署本终止协议，以昭信守。

IN WITNESS WHEREOF the Parties (or their duly authorised representatives) have executed this Agreement as of the day and year first above written.

甲方：
Party A

FIRESWIRL TECHNOLOGIES INC. (盖章)
FIRESWIRL TECHNOLOGIES INC. (Chop)

法定代表人签字：
Signing by Legal Representative:

乙方：
Party B:

张伟：
WEI ZHANG



丙方：
Party C:

刘磊：

LIEI LIU



丁方:

Party D:

北京兴长信达科技发展有限公司 (盖章)

BELJING XINGCHANG XINDA TECHNOLOGY DEVELOPMENT CO., LTD.
(Chop)

授权代表签字:

Signature of Authorized Representative:

戊方:

Party E:

火旋风科技(深圳)有限公司 (盖章)

FIRESWIRL TECHNOLOGIES (SHENZHEN) CO., LTD. (Chop)

授权代表签字:

Signature of Authorized Representative:

附件一 控制性文件

Appendix 1 Control Documents

- 1、 火旋风科技（深圳）有限公司与北京兴长信达科技有限发展有限公司之间于 2009 年 9 月 4 日签订的《咨询服务协议》及其随后的任何修订；

The Consulting Services Agreement executed by and between Fireswirl Technologies (Shenzhen) Co., Ltd. and Beijing Xingchang Xinda Technology Development Co., Ltd. on September 4, 2009 and any subsequent revisions;
- 2、 伊国鹏于 2009 年 9 月 4 日签订的授权书及其随后的任何修订；

The Power of Attorney executed by Guopeng Yi on September 4, 2009 and any revision after;
- 3、 张永望于 2009 年 9 月 4 日签订的授权书及其随后的任何修订；

The Power of Attorney executed by Yongwang Zhang on September 4, 2009 and any subsequent revisions;
- 4、 火旋风科技（深圳）有限公司与张永望之间于 2009 年 9 月 4 日签订的《股权质押协议》及其随后的任何修订；

The Equity Pledge Agreement executed by and between Fireswirl Technologies (Shenzhen) Co., Ltd. and Guopeng Yi on September 4, 2009 and any subsequent revisions;
- 5、 火旋风科技（深圳）有限公司与张永望之间于 2009 年 9 月 4 日签订的《股权质押协议》及其随后的任何修订；

The Equity Pledge Agreement executed by and between Fireswirl Technologies (Shenzhen) Co., Ltd. and Yongwang Zhang on September 4, 2009 and any subsequent revisions;
- 6、 Fireswirl Technologies Inc., 与伊国鹏及北京兴长信达科技有限发展有限公司之间于 2009 年 9 月 4 日签订的《关于收购北京兴长信达发展有限公司股权的协议》及其随后的任何修订；

The Agreement relating to the Acquisition of Equity Interest in Beijing Xingchang Xinda Technology Development Co., Ltd. executed by and between Fireswirl Technologies Inc., Guopeng Yi and Beijing Xingchang Xinda Technology Development Co., Ltd. on September 4, 2009 and any subsequent revisions;

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- 7、 Fireswirl Technologies Inc.,与张永望及北京兴长信达科技发展有限公司之间于 2009 年 9 月 4 日签订的《关于收购北京兴长信达发展有限公司股权的协议》及其随后的任何修订;

The Agreement relating to the Acquisition of Equity Interest in Beijing Xingchang Xinda Technology Development Co., Ltd. executed by and between Fireswirl Technologies Inc., Yongwang Zhang and Beijing Xingchang Xinda Technology Development Co., Ltd. on September 4, 2009 and any subsequent revisions;

- 8、 由 Fireswirl Technologies Inc.、伊国鹏、张永望、北京兴长信达科技发展有限公司、火旋风科技(深圳)有限公司、张伟及刘磊于 2016 年February月29日签署的《权利义务转让协议》。

The Novation Agreement executed by Fireswirl Technologies Inc., Guopeng Yi, Yongwang Zhang, Fireswirl Technologies (Shenzhen) Co., Ltd, Beijing Xingchang Xinda Technology Development Co., Ltd, Wei Zhang and Lei Liu on February 29 2016.

