

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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): September 2, 2019

EHEALTH, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-33071
(Commission File Number)

56-2357876
(I.R.S. Employer
Identification No.)

2625 AUGUSTINE DRIVE, SECOND FLOOR
SANTA CLARA, CA, 95054
(Address of principal executive offices) (Zip code)

(650) 584-2700
Registrant's telephone number, including area code

Not Applicable
(Former name or former address if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	EHTH	The NASDAQ Stock Market LLC

Item 1.01. Entry into a Material Definitive Agreement.

On September 2, 2019, eHealth China (Xiamen) Technology Co., Ltd. (“eHealth China”), a wholly-owned indirect subsidiary of eHealth, Inc. (the “Company”) entered into an Office Lease Contract and a Property Management Service Contract (collectively, the “9F-10F Office Lease”) with Xiamen Software Industry Investment & Development Co., Ltd. (the “Landlord”) relating to eHealth China’s lease of approximately 3,743.43 square meters of office space on the 9th and 10th floor of the Chuangxin Building located within the software park in Xiamen, China (the “Xiamen Premises”). The 9F-10F Office Lease replaces the Company’s existing Office Lease Contract and Property Management Service Contract with Landlord dated as of March 31, 2006, as amended. The 9F-10F Office Lease commenced on September 1, 2019 and is scheduled to expire on August 31, 2020; provided that the 9F-10F Office Lease shall renew automatically unless either party gives a 120-day notice of non-renewal. Under the terms of the 9F-10F Office Lease, the total base rent is expected to be Renminbi (RMB) 2,695,272 per year, or approximately U.S Dollars (USD) \$373,343 per year. In addition, the Company will pay to the Landlord certain property management, maintenance and utilities fees in the amount of RMB 718,736 per year, or approximately USD \$99,824 per year. The approximate USD value is estimated based on an exchange rate of 1 USD to 7.2 RMB.

On September 2, 2019, eHealth China also entered into an Office Lease Contract and a Property Management Service Contract (collectively, the “8F Office Lease”) with Landlord relating to eHealth China’s lease of approximately 1,250.89 square meters of office space on the 8th Floor of the Xiamen Premises. The 8F Office Lease replaces the Company’s existing Office Lease Contract and Property Management Service Contract with Landlord dated as of September 23, 2009, as amended. The 8F Office Lease commences on September 15, 2019 and is scheduled to expire September 14, 2020; provided that the 8-F Office Lease shall renew automatically unless either party gives a 120-day notice of non-renewal. Under the terms of the 8F Office Lease, the total base rent is expected to be RMB 840,600 per year, or approximately USD \$116,750 per year. In addition, the Company will pay to the Landlord certain property management, maintenance and utilities fees in the amount of RMB 240,160 per year, or approximately USD \$33,356 per year.

The foregoing descriptions of the terms of the 9F-10F Office Lease and the 8F Office Lease do not purport to be complete and are qualified in their entirety by reference to the full text of Office Lease Contracts and Property Management Service Contracts, the translated versions of which are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The discussion contained in “Item 1.01 Entry into a Material Definitive Agreement” of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Office Lease Contract, effective as of September 1, 2019, between eHealth China (Xiamen) Technology Co., Ltd. and Xiamen Software Industry Investment & Development Co., Ltd.</u>
10.2	<u>Property Management Service Contract, effective as of September 1, 2019, between eHealth China (Xiamen) Technology Co., Ltd. and Xiamen Software Industry Investment & Development Co., Ltd.</u>
10.3	<u>Office Lease Contract, effective as of September 15, 2019, between eHealth China (Xiamen) Technology Co., Ltd. and Xiamen Software Industry Investment & Development Co., Ltd.</u>
10.4	<u>Property Management Service Contract, effective as of September 15, 2019, between eHealth China (Xiamen) Technology Co., Ltd. and Xiamen Software Industry Investment & Development Co., Ltd.</u>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

/s/ Derek N. Yung

Derek N. Yung
SVP, Chief Financial Officer

Date: September 6, 2019

EXHIBIT INDEX

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Office Lease Contract

Contract no.: CX-2019-20-01

Lessor: Xiamen Software Industry Investment & Development Co., Ltd.
(Hereinafter PARTY A)

Office Address: 1F-A, Huaxun Building, Xiamen Software Park

Legal Representative: Huqi 胡棋 Title: Chairman of the Board

Tel: 0592-2579991 Fax: 0592-2519997

Bank Account: Xiamen High-tech Park Sub-branch of CITIC Bank, Xiamen
Account No:

Contact person: Lin Jing 林静 Tel: 0592-2519857

Other Contact Ways: /

Renter: eHealth China (Xiamen) Technology Co., Ltd.

(Hereinafter PARTY B1)

Legal Representative: Title:

Business License No.:

Zip Code: Tel: Fax:

Bank Account: Account No:

Contact person: Address:

Other Contact ways:

Renter: eHealthInsurance Services Inc Xiamen Representative Office

(Hereinafter PARTY B1)

Legal Representative: Title:

Business License No.:

Zip Code: Tel: Fax:

Bank Account: Account No:

Contact person: Address:

Other Contact ways:

(PARTY B1 and PARTY B2 collectively referred to as PARTY B hereinafter)

Party A agrees to lease the premises and corresponding supporting facilities (hereinafter referred to as the Leased Premises) under this contract to Party B in accordance with the terms and conditions stipulated in this contract. Party B agrees to rent according to the terms and conditions stipulated in this contract.

In accordance with relevant Chinese laws, decrees and pertinent rules and regulations, Party A and Party B have reached an agreement based on the principles of equality, mutual benefits and friendly consultation and concluded the following office lease contract.

1. Basic information of the Leased Premises

1.1. Party A will provide Party B with the premises (referred to Leased Premises) which is located at Room 9F-A, 9F-B and 10F-B of Chuangxin Building, Xiamen Software Park, with the total gross area of 3743.43 m² and a designed load of 2.0KN/m².

The leasehold area of Party B1 is 3664.43 m²; and the lease area of Party B2 is 77m².

1.2 The purpose of the Leased Premises shall be for office use.

Unless otherwise agreed by both parties, the Leased Premises usage is limited to Party A's ratified operation of PARTY B. The noise, waste water and waste gas generated by Party B shall be disposed of. Programs operated by Party B should meet environmental standards. Operation of business or production with over rated noise, industrial water waste or exhaust gas, radioactive, toxic or corrosive materials are strictly prohibited. Party B shall not store items that are flammable, explosive, or have safety hazards in the Leased Premises.

2. Term of Lease

2.1 The term of lease shall commence on Sep.1, 2019 and expire on Aug.31, 2020. Upon expiry of the lease, the contract can be automatically extended twice if both parties have no objection. The lease term for each extension is one year, and the other terms of the contract remain unchanged. If either Party A or Party B has any objection, the contract may be terminated by written notice of 120 days in advance.

2.2 Party A will no longer give Party B a renovation period.

2.3 Where Party B wishes to renew the lease, it shall submit its request in writing to Party A thirty (30) days prior to the expiration date. Upon Party A's consent, both parties may sign a supplemental agreement or sign a new lease contract. Party A shall formally reply to Party B within 15 days after receiving Party B's written notice. If Party A does not reply, it shall be deemed to disagree to renew the lease. Party B shall return the premises as scheduled. If Party A agrees to renew the lease, both parties shall renew the lease contract before the expiration date.

3. Rental Fees

Except as otherwise agreed in this contract, the standard rental fee will be RMB 60.00/m² per month (including tax, the tax rate is 5%). The monthly rent of Party B1 is RMB219986.00, and the rent for each quarter is RMB659958.00. The monthly rent of Party B2 is RMB4620.00, and the rent for each quarter is RMB13860.00. Party A shall provide the official invoice to Party B.

4. Payment Term

Rental payments will be rendered quarterly. Party B shall pay the rental fee within the first 15 days of the second month of the quarter. Party B shall pay the rental fee to the designated bank account of Party A as set forth in the first page of this contract. The date on the transfer receipt from the designated bank shall be deemed as the date of payment. The actual amount received by Party A's bank account shall be deemed as the payment amount.

5. Deposit

5.1. A deposit equal to three months' standard rental shall be paid to Party A within seven days from the date of signing this contract. Party B shall pay a deposit of RMB 673818 in total.

5.2 If Party B fails to pay the deposit in full within the above period, the contract will be automatically terminated from the second day after the due date.

5.3 If Party B delays in paying rent, utilities, property management fees or other fees during the lease period, Party A shall be entitled to directly deduct the above fees from the deposit and request Party B to make up the deposit.

5.4 Upon expiration of the lease or termination of this agreement, Party B shall return the Leased Premises in accordance with the contract. If Party B has no breach of contract, Party A shall refund the deposit (without interest) to Party B within seven working days from the expiration of the lease term.

6. Property Management and Expenses

6.1 PARTY B shall conclude a Property Management Service Contract with a property management company designated by PARTY A and pay property management fees to such company.

The property management services include: public area sanitation management, public facilities, equipment maintenance; security protection of software park and houses; management and maintenance of fire protection facilities; green management and management of parking places and advertising plates. It shall be subject to the property management service contract.

6.2 Party A has the right to inspect the use status of the Leased Premises. If Party A finds that Party B's use exceeds the terms allowed by the contract, it has the right to request Party B to rectify within a time limit.

6.3 Party B shall not publish or post any advertisements or slogans on the facade of the park or the main body of the building without the written approval of Party A.

7. Renovation of the Leased Premises

7.1 Before starting remodeling the Leased Premises, Party B shall submit its remodeling plan that accords with fire control requirements and has been approved by the fire control department. The remodeling plan shall state equipment weight, construction material, water, electricity capacity and number of phone lines. Party B shall get a prompt confirmation about the plan from Party A before commencement of the remodeling plan.

7.2 Party B shall not damage the original structure of the Leased Premises main body as well as outdoor construction layout. The air-conditioner outdoor unit shall be installed in accordance with Party A's requirements.

7.3 When the contract is terminated or expired, certain fixtures such as ceilings, pendant lamps, floor, solid partition wall, wire tubing, switch, and electrical outlet, installed by Party B shall not be removed. Party A will not compensate Party B for such renovation and fixtures.

8. Other Expenses and Fees

During the lease term, the rental fee will not cover electricity and water costs (including water and electricity bills for public rentals); property management fees; public maintenance funds and electricity consumption for air-conditioning, etc. The service expenses will be subject to the property management service contract. Party B shall be liable for such deferred payments.

If there is any other fees in connection with the use of the Leased Premises collected by the relevant government departments or property management companies but not listed in this contract, Party B shall pay such fees.

9. Premises Transfer

Party B shall vacate the Leased Premises within seven days after the contract is terminated or expires. If Party B fails to vacate the Leased Premises within the above-mentioned period, Party B shall be deemed to have waived the ownership of the items in the house. Party A has the right to dispose of the above items. If such disposal is insufficient to offset the rent or other expenses, Party A is entitled to claim for compensation for all losses.

10. Rights and Obligations

Except as provided in this contract, Party A's rights and obligations include:

- (1) To collect rents, collect property management fees, utilities and other expenses as agreed;
- (2) To supervise Party B's use of Leased Properties;
- (3) To request Party B to rectify its violation;
- (4) To comply with national laws and relevant regulations of Xiamen Municipal People's Government and Software Park;

Except as provided in this contract, Party B's rights and obligations include:

- (1) To pay rents, utilities and other expenses as agreed;

- (2) To use the Leased Premises reasonably and prudently, and not to engage in illegal activities in the Leased Premises;
- (3) The use of the Leased Premises shall not be altered without authorization;
- (4) No advertisements or slogans shall be posted or posted on the facade of the park or the main building.
- (5) Partial or full Leased Premises shall not be subletted, lent to a third party or joint venture;
- (6) To comply with national laws and relevant regulations of Xiamen Municipal People's Government and Software Park;
- (7) Other obligations.

11. Liability for breach of contract

If Party B fails to pay the fees (rent, water and electricity, property fees, etc.), in addition to the liability in accordance with Article 12 of this contract, Party B shall also bear the following liability:

11.1 Party B shall pay a penalty of 0.1% of the overdue amount (rent, utilities, property fees, etc.) per day. At the same time, Party A has the right to stop the water and electricity supply of Party B at any time, and all losses caused shall be borne by Party B.

11.2 Party B shall also bear other losses (including but not limited to legal fees, security fees, guarantee fees, legal fees, travel expenses, evaluation fees, appraisal fees, etc.) caused by Party B's violation.

12. Right to Terminate

During the lease term, if one of the following circumstances is met, Party A may terminate this contract in advance and request Party B to return the house immediately. Party B shall pay three months' rent as liquidated damages. If the liquidated damages are insufficient to cover Party A's losses, Party A has the right to claim for the compensation for the actual losses.

- (1) Party B fails to pay the rent for more than 30 days; or
- (2) Party B fails to pay the utilities or property management fees for more than 30 days; or
- (3) Party B engages in illegal activities in the Leased Premises; or
- (4) Party B arbitrarily demolishes the main structure and unified planning of the Leased Premises; or
- (5) Party B sublets, transfers, lends, or transfers the Leased Premises in part or in full; or
- (6) Party B arbitrarily changes the use purpose of the Leased Premises; or
- (7) Within three months from the date of transfer of the Leased Premises to Party B, Party B has not carried out renovation or use according to the purpose stipulated in this contract; or
- (8) Party B has not changed its business address into the Torch High-tech Zone and got registered in the business license and tax registration certificate. If Party B refuses to change it upon Party A's request, Party B shall be liable for the violation in accordance with the contract; or
- (9) Party B has not rectified its violation within the time limit or in accordance with the requirements requested by Party A; or
- (10) Party B has other serious violations of contract; or
- (11) Each Party of Party B promises that if any Party terminates the lease in advance, the other Party shall rent the rental area of the Party.

13. Termination of the Contract

During the lease term, either party who intends to terminate the contract shall notify the other party in writing 120 days in advance, and the contract may be terminated early after both parties agree.

If the Leased Premises is requisitioned or demolished during the lease term, the contract shall be terminated automatically. The compensation matters shall be handled in accordance with relevant applicable laws and regulations.

14. High-tech Zone Regulations

14.1 After the contract is signed, Party B shall change its business address into the Torch High-tech Zone and get registered in its business license and tax registration certificate. If Party B fails to change it, Party B shall be deemed to be in breach of contract, and Party A has the right to increase the rent to 100 yuan/ m² per month. Party B shall follow this standard to pay the rent and the deposit.

14.2 If Party B is a foreign organization or individual, this contract shall be notarized by the Xiamen notary office, and the expenses incurred shall be borne by Party B.

15 Force majeure

15.1 Force majeure refers to natural disaster events and other accidents that cannot be foreseen, cannot be avoided and cannot be overcome.

15.2 After the event of force majeure, the Party that cannot continue to perform the contract shall immediately notify the other Party of the situation of force majeure, and within 30 days, submit a valid supporting document for the reasons for the failure to perform the contract (exempt the delay of the issuance of the certificate by the government department). This document should be issued by a notary public in the disaster area. According to the degree of impact of the disaster on the performance of the contract, the two parties may, through negotiation, decide to change or to terminate the contract.

15.3 If the Leased Premises is loss due to force majeure, this contract is automatically terminated.

16 Notice

Both parties confirm that the company name, address, telephone number, contact person and contact information of both parties of this contract are true, valid and can be delivered. The notices of either Party regarding the performance of this contract and related matters shall be issued from the address specified in this contract. The notice is generally signed by the authorized representative or sealed. If the notice is sent by express mail or registered mail, the fourth day from the date of issuance shall be deemed as the delivery date.

Either Party shall promptly notify the other Party if any Party's contact information changes. Otherwise all the consequences arising therefrom shall be borne by themselves.

17 Dispute Resolution

Both parties shall resolve any disputes arising under, out of or in connection with this Contract through friendly consultation. If no agreement can be reached by consultation, disputes shall be submitted to the people's court in the place where Party A is located.

18 Miscellaneous

18.1 The annex to this contract and the supplementary contracts signed by the parties in the performance of this contract shall be important part of this contract and have the same legal effect as this contract.

18.2 The matters not mentioned in this contract, its annexes and supplementary agreements shall be implemented in accordance with the relevant laws and regulations of the People's Republic of China.

18.3 The contract becomes effective once the representatives or authorized representatives of both Party A and Party B sign and seal the contract with the official stamps.

18.4 There are three copies of the contract, and each bears equal legal validity. Each Party holds one copy.

PARTY A

Xiamen Software Industry Investment & Development Co., Ltd.

Seal: [s/ Stamped Official Seal]

Representative: Wang Hua 王华

Date: Sep. 2, 2019

PARTY B1

eHealth China (Xiamen) Technology Co., Ltd.

Seal: [s/ Stamped Official Seal]

Representative:

Date: Sep. 2, 2019

PARTY B2

eHealthInsurance Services Inc Xiamen Representative Office

Seal: [s/ Stamped Official Seal]

Representative:

Date: Sep. 2, 2019

Property Management Service Contract

Agreement No. CX-2019-20-02

Chapter I General Principals

Article 1: Parties of the Contract

Client (hereinafter referred to as “Party A”): **eHealth China (Xiamen) Technology Co., Ltd.**

Assignee (hereinafter referred to as “Party B”): **Xiamen Software Industry Investment and Development Co., Ltd.**

Party A and Party B shall hereinafter be referred to collectively as the Parties.

Article 2: In order to regulate the property management within the Xiamen Software Park, (“Park”) to clarify the rights and obligations between the Owners (users) and the Property Management office, to ensure the reasonable usage of the property of the Xiamen Software Park, to build an environment of neatness, security and comfort, in accordance with relevant state laws and regulations, considering the practice of the Software Park, the Parties concluded this contract, based on friendly negotiation.

Article 3: Party A rents the property of the Xiamen Software Park. The premises of the lease are Room 9F-A, 9F-B and 10F-B of Chuangxin Building, Xiamen Software Park, with a chargeable area of 3743.43 m². In accordance with the relevant property management statutes and decrees, Party A and owners of this property and other users consign the property to Party B, and Party B will provide Party A with uniform and chargeable property management services discussed below.

Article 4: The beneficiary of the service provided by Party B are the owners and users of the property of the Xiamen Software Park; Party A and owners of this property and any other users shall follow this contract and bear corresponding responsibilities.

Chapter II Property Management Services

During the term of this Contract, Party B shall provide the following property management services:

Article 5: Maintenance, conservation, and management of the public area of the building including without limitation: floor cap, roof, outside wallboard, bearing structure, staircase, hallway and hall.

Article 6: Maintenance, conservation, operation and management of public facilities and equipment, including without limitation: shared main water pipe, rainspout, public lighting, fire control water pump room, fire control facilities and equipment, rooftop water tank and elevator.

Article 7: Maintenance, conservation and management of the accessorial construction and structure of the property including without limitation: path, extraventricular service pipe and drainpipe, cesspool, ditch, pool, well, bicycle shed, parking lot and trash can.

Article 8: Conservation and management of public green belt.

Article 9: Sanitation of public area, including without limitation: the sanitation of public area and shared area of the building, and gathering, transporting and cleaning garbage.

Article 10: Management of traffic and parking.

Article 11: Maintenance of security including without limitation: security at the gates, surveillance and patrolling.

Article 12: Owners and users are responsible for maintenance and conservation of the other areas of the building, facilities and equipments occupied or owned by themselves; if required and consigned, Party B may accept and charge the consigner based on the price negotiated by both parties otherwise.

Article 13: Maintenance, conservation of the leased area of the building, the adjacent parts of the equipment of Party A and any item requiring services of Party B by special arrangement.

Chapter III Property Management Service Fees

Article 14: Party B accepts all of the above service requirements. In accordance to the statute of property management, Party B can charge all owners and users the following fees:

1 Property Management Fee

The property management fee is charged for property management services provided by Party B, which excludes fees for maintenance, renewal, remodeling of public area of the building, shared facilities and shared equipment, and fees for maintenance of self-managed area, water and electricity, parking lots. Party B shall charge Party A RMB 3.35 per square meter per month (including tax, tax rate 6%).

The following items fall under property management services: 1) Sanitation of the public area, including without limitation cleaning and clearing away the garbage in hallway, corridor, section paths, stairs, elevator (hall), green belt and parking lots; 2) Daily conservation of shared area of the building, public facilities and shared equipment; 3) Safety surveillance including: security, fire protection, patrolling around the building, 24-hour security shift; 4) Conservation and management of the environment; 5) Management of parking lots and parking order of vehicles.

2 Public Maintenance Fee

Public maintenance fee is charged for daily maintenance, renewal and remodeling of the public area of the building, public facilities and shared equipment. Any maintenance expenses, no matter regular routine expenses, or incidental large-amount maintenance expense, major or medium maintenance, renewal, and remodeling expenses should be shared by all owners and users pro rate. In the event that such expenses exceed the aggregate public maintenance fee collected from all owners and users, Party B shall be responsible for paying such excess amount. Maintenance expenses should be paid out of the aggregate public maintenance fee collected from all owners and users. All owners and users using the premises shall pay RMB 0.65 yuan per m² per month for the public maintenance fee from the day they begin to use the building. (This is not VAT collection, only receipts are provided).

3 Water and Electricity Fees

(1) Private-consumed water and electricity fees:

This fee shall be collected by actual readings of the relevant meters. Party A should pay water and electricity bills in time every month, otherwise, Party A will be responsible for delaying the payment for water and electricity bills. A late fee for water and electricity charges will be collected from the due date till the actual payment date, at a rate of 0.3% of the total late fee each day. If Party A doesn't pay water or electricity fees after notice from Party B, Party B has the right to suspend the power and water supply in accordance to relevant laws and regulations regarding the supply of water and electricity, and Party B is entitled to claim the water and electricity fees as well as the late fees (including tax).

(2) Public-consumed water and electricity fees:

The sharing of public-consumed electricity of the property is based on the leased area. The actual cost of public-consumed water shall be shared by all owners and users of this property at reasonable proportions; in each current month, Party A shall pay its monthly share of the cost for the previous month; Party B shall calculate the shared costs based on the actual cost of the public-consumed water for the previous month and the square meters rented by each owner or user, and collect from all owners and users of the property (including tax).

4. Air Conditioner Service Fees

The air-conditioning electricity fee during the air-conditioning use period is charged per square meter per month (including tax). The air-conditioning service fee is charged per square meter per month (including tax). The air-conditioning operation time is annually from May to October, Monday to Friday, 8:00-17:30, holidays are closed.

5. Special Services Fees

Service items that any individual owner (user) needs and consigns to Party B shall be reasonably charged based on negotiation of the parties.

Article 15: Management Service Fees to Be Paid by Party A:

1. Property Management Fee and Public Building Maintenance Fee: shall be paid every quarter, calculated by the square meters rented by Party A. It shall be paid with the first 15 days of the second month of each quarter. The property management fee for each quarter is RMB 37,621, and the maintenance fee for each quarter is RMB 7,300.
2. Water and Electricity Fee: Shall be paid promptly each month according to invoices provided by Party B (enclosed with a list of charged water and electricity fees and a list of calculated share)
3. Special service fees and fixed parking lot fees shall be paid according to contracts of the parties.
4. Air-conditioning service fee: Shall be paid monthly according to the receipt of Party B's charge. The monthly air-conditioning electricity fee is RMB 18,717, and the monthly air-conditioning service fee is RMB 26,204.
5. Large items clearing freight: the large pieces of garbage resulting from furniture replacement, purchase equipment, exhibition layout, etc., shall be handled by Party A itself. If Party A need to entrust Party B to clear and transport the garbage, Party A will pay separately to the Party B according to the actual amount of garbage.

Article 16: If Party A delays the payment of property management fees or pertinent fees, Party A shall be liable for a late fee of 0.5% of total due payments each day, starting from the due date till the actual payment date.

Chapter IV Rights and Obligations of Both Parties

Article 17: Rights and Obligations of Party A

Party A shall be:

1. Entitled to enjoy and protect legitimate rights and interests as the owners (users).
2. Entitled to make inquiries with the management department of Party B about pertinent proceedings of property management and receive corresponding answers.
3. Entitled to make recommendations, express its opinion and criticism over any area of property management.
4. Entitled to make recommendations, express its opinion and criticism to management authority concerning the property management.
5. Entitled to request that Party B disclose the balance sheet of property management periodically.
6. Obligated to abide by the Pact of the Owners (users) of the building and pertinent property management regulations, and to comply with and carry out the resolutions passed by the property management.
7. Obligated to pay property management fees and other fees set forth in this contract on a timely basis.
8. Entitled to examine Party B's budget and plans about major and medium maintenance, renewal, and remodeling of public facilities and equipment.
9. Entitled to inspect and oversee the income and expenses of the aggregate public maintenance fee; examine and approve maintenance items overspending the aggregate public maintenance fee.
10. Entitled to oversee and inspect the services provided by Party B.
11. Within the property of Xiamen Software Park, the following conduct is prohibited:
 - (1) Damaging the main structure of the building.

- (2) Altering the design and outside features of the building without Party B's consent.
- (3) Misappropriate, mangle public facilities, common areas or equipment within the Park. Move or install elsewhere the shared equipment without Party B's consent.
- (4) Littering or huddling garbage and sundries.
- (5) Releasing toxic or harmful materials or emitting noises exceeding regulated standard.
- (6) Failure to park vehicles in the designated lots.
- (7) Other conducts prohibited by laws, regulations and the Pact of owners (users).

Owners (users) and property management department have the right to dissuade and prohibit any above-mentioned conducts within the area of the Park, and have the right to claim rehabilitation or legal damages.

Article 18: Rights and Obligations of Party B

Party B shall be:

- 1. Obligated to carry out responsibilities stated in this contract and responsible for duties that are corresponding to charged items stated in this contract; but not responsible for management liability caused by delayed payment or non-payment by Party A.
- 2. Responsible for communication to Party A of public property management regulations, which shall be implemented after consideration and approval of the owners (users).
- 3. Responsible for preparing scheme and budget for major or medium maintenance, renewal, and remodeling of public facilities and equipment. Party B shall be entitled to implement such projects and pay expenditure.
- 4. Entitled to use the public maintenance fee within the limits of the public maintenance fee for the building as stipulated in this contract, d, and shall report the income and expenses of the project to owners (users) when each expense limit is used up. Any expenses exceeding the quota should be implemented after the approval of the owners (users), but the emergency maintenance project can be reported after repairing.
- 5. Entitled to charge Party A for property management services as stated in this contract.
- 6. Entitled to hire specialized companies to perform property management services.
- 7. Entitled to manage in accordance with the Pact of Owners (users) of the building and pertinent property management regulations. Any violation of the same shall be handled according to the regulations.
- 8. Obligated to report to owners and users about the use of the aggregate public maintenance fee annually.
- 9. Entitled to, in order to protect interests of the public, owners, or users, and in the event of force majeure which includes but not limited to electrical problems, fire, broken water pipes, life-saving, assisting the police, deal with Party A concerning Party A's loss caused by emergent measures taken by Party B according to relevant laws and regulations.

Chapter V Miscellaneous Provisions

Article 19: The two parties can supplement or amend terms of this contract if such supplement or amendment is agreed to in writing by the Parties. Such supplement or amendment shall have the same effectiveness as this contract.

Article 20: The annex to this contract is an integral part of the contract. This contract and its attachments have the same effectiveness. However, the original intention of the terms of this contract shall not be modified. Matters not covered in this contract, its accessories, or supplemental agreement shall follow laws, statutes and regulations of the People's Republic of China.

Article 21: Any dispute occurred during the implementation of this contract shall be settled through negotiation of both parties or intermediation of the appropriate administrative authority. In the event of an unsuccessful negotiation or intermediation, this dispute shall be submitted to the people's court in the place where Party B is located..

Article 22: The term of this contract shall be from Sept. 1st, 2019 to Aug.31, 2020. Upon expiration of this Contract, this contract can be automatically extended twice if the parties has no objection. The contract term for each extension is one year. If the parties have objections, they must notify the other party in writing one month before the contract expires.

Article 23: There are two copies of the contract, each party holds one copy, and each copies bears equal legal validity.

Party A: eHealth China (Xiamen) Technology Co., Ltd.

Representative:

[/s/ Stamped Official Seal]

Bank Account:

Account No.:

Date: Sep.2, 2019

Party B: Xiamen Software Industry Investment and Development Co, Ltd.

Representative: Wang Hua 王华

[/s/ Stamped Official Seal]

Beneficiary Name: Xiamen Software Industry Investment and Development Co, Ltd.

Bank Account: High-tech Park Sub-branch of CITIC Bank, Xiamen

Account No.:

Date: Sep.2, 2019

Office Lease Contract

Contract no.: CX-2019-20-03

Lessor: Xiamen Software Industry Investment & Development Co., Ltd.

(Hereinafter PARTY A)

Office Address: 1F-A, Huaxun Building, Xiamen Software Park

Legal Representative: Huqi 胡棋 Title: Chairman of the Board

Tel: 0592-2579991 Fax: 0592-2519997

Bank Account: Xiamen High-tech Park Sub-branch of CITIC Bank, Xiamen

Account No:

Contact person: Lin Jing 林静 Tel: 0592-2519857

Other Contact Ways: /

Renter: eHealth China (Xiamen) Technology Co., Ltd.

(Hereinafter PARTY B)

Legal Representative: Title:

Business License No.:

Zip Code: Tel: Fax:

Bank Account: Account No:

Contact person: Address:

Other Contact ways:

Party A agrees to lease the premises and corresponding supporting facilities (hereinafter referred to as the Leased Premises) under this contract to Party B in accordance with the terms and conditions stipulated in this contract. Party B agrees to rent according to the terms and conditions stipulated in this contract.

In accordance with relevant Chinese laws, decrees and pertinent rules and regulations, Party A and Party B have reached an agreement based on the principles of equality, mutual benefits and friendly consultation and concluded the following office lease contract.

1. Basic information of the Leased Premises

1.1. Party A will provide Party B with the premises (referred to Leased Premises) which is located at Room 8F-B of Chuangxin Building, Xiamen Software Park, with the total gross area of 1250.89 m² and a designed load of 2.0KN/m².

1.2 The purpose of the Leased Premises shall be for office use.

Unless otherwise agreed by both parties, the Leased Premises usage is limited to Party A's ratified operation of Party B. The noise, waste water and waste gas generated by Party B shall be disposed of. Programs operated by Party B should meet environmental standards. Operation of business or production with over rated noise, industrial water waste or exhaust gas, radioactive, toxic or corrosive materials are strictly prohibited. Party B shall not store items that are flammable, explosive, or have safety hazards in the Leased Premises.

2. Term of Lease

2.1 The term of lease shall commence on Sep.15, 2019 and expire on Sep. 14, 2020. Upon expiry of the lease, the contract can be automatically extended twice if both parties have no objection. The lease term for each extension is one year, and the other terms of the contract remain unchanged. If either Party A or Party B has any objection, the contract may be terminated by written notice of 120 days in advance.

2.2 Party A will no longer give Party B a renovation period.

2.3 Where Party B wishes to renew the lease, it shall submit its request in writing to Party A thirty (30) days prior to the expiration date. Upon Party A's consent, both parties may sign a supplemental agreement or sign a new lease contract. Party A shall formally reply to Party B within 15 days after receiving Party B's written notice. If Party A does not reply, it shall be deemed to disagree to renew the lease. Party B shall return the premises as scheduled. If Party A agrees to renew the lease, both parties shall renew the lease contract before the expiration date.

3. Rental Fees

Except as otherwise agreed in this contract, the standard rental fee will be RMB 56.00/m² per month (including tax, the tax rate is 5%). The monthly rent of Party B is RMB70050.00, and the rent for each quarter is RMB210150.00. Party A shall provide the official invoice to Party B.

4. Payment Term

Rental payments will be rendered quarterly. Party B shall pay the rental fee within the first 15 days of the second month of the quarter. Party B shall pay the rental fee to the designated bank account of Party A as set forth in the first page of this contract. The date on the transfer receipt from the designated bank shall be deemed as the date of payment. The actual amount received by Party A's bank account shall be deemed as the payment amount.

5. Deposit

5.1. A deposit equal to three months' standard rental shall be paid to Party A within seven days from the date of signing this contract. Party B shall pay a deposit of RMB 210150 in total.

5.2 If Party B fails to pay the deposit in full within the above period, the contract will be automatically terminated from the second day after the due date.

5.3 If Party B delays in paying rent, utilities, property management fees or other fees during the lease period, Party A shall be entitled to directly deduct the above fees from the deposit and request Party B to make up the deposit.

5.4 Upon expiration of the lease or termination of this agreement, Party B shall return the Leased Premises in accordance with the contract. If Party B has no breach of contract, Party A shall refund the deposit (without interest) to Party B within seven working days from the expiration of the lease term.

6. Property Management and Expenses

6.1 PARTY B shall conclude a Property Management Service Contract with a property management company designated by PARTY A and pay property management fees to such company.

The property management services include: public area sanitation management, public facilities, equipment maintenance; security protection of software park and houses; management and maintenance of fire protection facilities; green management and management of parking places and advertising plates. It shall be subject to the property management service contract.

6.2 Party A has the right to inspect the use status of the Leased Premises. If Party A finds that Party B's use exceeds the terms allowed by the contract, it has the right to request Party B to rectify within a time limit.

6.3 Party B shall not publish or post any advertisements or slogans on the facade of the park or the main body of the building without the written approval of Party A.

7. Renovation of the Leased Premises

7.1 Before starting remodeling the Leased Premises, Party B shall submit its remodeling plan that accords with fire control requirements and has been approved by the fire control department. The remodeling plan shall state equipment weight, construction material, water, electricity capacity and number of phone lines. Party B shall get a prompt confirmation about the plan from Party A before commencement of the remodeling plan.

7.2 Party B shall not damage the original structure of the Leased Premises main body as well as outdoor construction layout. The air-conditioner outdoor unit shall be installed in accordance with Party A's requirements.

7.3 When the contract is terminated or expired, certain fixtures such as ceilings, pendant lamps, floor, solid partition wall, wire tubing, switch, and electrical outlet, installed by Party B shall not be removed. Party A will not compensate Party B for such renovation and fixtures.

8. Other Expenses and Fees

During the lease term, the rental fee will not cover electricity and water costs (including water and electricity bills for public rentals); property management fees; public maintenance funds and electricity consumption for air-conditioning, etc. The service expenses will be subject to the property management service contract. Party B shall be liable for such deferred payments.

If there is any other fees in connection with the use of the Leased Premises collected by the relevant government departments or property management companies but not listed in this contract, Party B shall pay such fees.

9. Premises Transfer

Party B shall vacate the Leased Premises within seven days after the contract is terminated or expires. If Party B fails to vacate the Leased Premises within the above-mentioned period, Party B shall be deemed to have waived the ownership of the items in the house. Party A has the right to dispose of the above items. If such disposal is insufficient to offset the rent or other expenses, Party A is entitled to claim for compensation for all losses.

10. Rights and Obligations

Except as provided in this contract, Party A's rights and obligations include:

- (1) To collect rents, collect property management fees, utilities and other expenses as agreed;
- (2) To supervise Party B's use of Leased Premises;
- (3) To request Party B to rectify its violation;
- (4) To comply with national laws and relevant regulations of Xiamen Municipal People's Government and Software Park;

Except as provided in this contract, Party B's rights and obligations include:

- (1) To pay rents, utilities and other expenses as agreed;
- (2) To use the Leased Property reasonably and prudently, and not to engage in illegal activities in the Leased Property;
- (3) The use of the leased property shall not be altered without authorization;
- (4) No advertisements or slogans shall be posted or posted on the facade of the park or the main building.
- (5) Partial or full Leased Property shall not be subletted, lent to a third party or joint venture;
- (6) To comply with national laws and relevant regulations of Xiamen Municipal People's Government and Software Park;
- (7) Other obligations.

11. Liability for breach of contract

If Party B fails to pay the fees (rent, water and electricity, property fees, etc.), in addition to the liability in accordance with Article 12 of this contract, Party B shall also bear the following liability:

11.1 Party B shall pay a penalty of 0.1% of the overdue amount (rent, utilities, property fees, etc.) per day. At the same time, Party A has the right to stop the water and electricity supply of Party B at any time, and all losses caused shall be borne by Party B.

11.2 Party B shall also bear other losses (including but not limited to legal fees, security fees, guarantee fees, legal fees, travel expenses, evaluation fees, appraisal fees, etc.) caused by Party B's violation.

12. Right to Terminate

During the lease term, if one of the following circumstances is met, Party A may terminate this contract in advance and request Party B to return the house immediately. Party B shall pay three months' rent as liquidated damages. If the liquidated damages are insufficient to cover Party A's losses, Party A has the right to claim for the compensation for the actual losses.

- (1) Party B fails to pay the rent for more than 30 days; or
- (2) Party B fails to pay the utilities or property management fees for more than 30 days; or
- (3) Party B engages in illegal activities in the Leased Property; or
- (4) Party B arbitrarily demolishes the main structure and unified planning of the Leased Property; or
- (5) Party B sublets, transfers, lends, or transfers the leased property in part or in full; or
- (6) Party B arbitrarily changes the use purpose of the Leased Property; or
- (7) Within three months from the date of transfer of the Leased Property to Party B, Party B has not carried out renovation or use according to the purpose stipulated in this contract; or
- (8) Party B has not changed its business address into the Torch High-tech Zone and got registered in the business license and tax registration certificate. If Party B refuses to change it upon Party A's request, Party B shall be liable for the violation in accordance with the contract; or
- (9) Party B has not rectified its violation within the time limit or in accordance with the requirements requested by Party A; or
- (10) Party B has other serious violations of contract; or

13. Termination of the Contract

During the lease term, either party who intends to terminate the contract shall notify the other party in writing 120 days in advance, and the contract may be terminated early after both parties agree.

If the Leased Premises is requisitioned or demolished during the lease term, the contract shall be terminated automatically. The compensation matters shall be handled in accordance with relevant applicable laws and regulations.

14. High-tech Zone Regulations

14.1 After the contract is signed, Party B shall change its business address into the Torch High-tech Zone and get registered in its business license and tax registration certificate. If Party B fails to change it, Party B shall be deemed to be in breach of contract, and Party A has the right to increase the rent to 100 yuan/ m2 per month. Party B shall follow this standard to pay the rent and the deposit.

14.2 If Party B is a foreign organization or individual, this contract shall be notarized by the Xiamen notary office, and the expenses incurred shall be borne by Party B.

15 Force majeure

15.1 Force majeure refers to natural disaster events and other accidents that cannot be foreseen, cannot be avoided and cannot be overcome.

15.2 After the event of force majeure, the Party that cannot continue to perform the contract shall immediately notify the other Party of the situation of force majeure, and within 30 days, submit a valid supporting document for the

reasons for the failure to perform the contract (exempt the delay of the issuance of the certificate by the government department). This document should be issued by a notary public in the disaster area. According to the degree of impact of the disaster on the performance of the contract, the two parties may, through negotiation, decide to change or to terminate the contract.

15.3 If the Leased Property is loss due to force majeure, this contract is automatically terminated.

16 Notice

Both parties confirm that the company name, address, telephone number, contact person and contact information of both parties of this contract are true, valid and can be delivered. The notices of either Party regarding the performance of this contract and related matters shall be issued from the address specified in this contract. The notice is generally signed by the authorized representative or sealed. If the notice is sent by express mail or registered mail, the fourth day from the date of issuance shall be deemed as the delivery date.

Either Party shall promptly notify the other Party if any Party's contact information changes. Otherwise all the consequences arising therefrom shall be borne by themselves.

17 Dispute Resolution

Both parties shall resolve any disputes arising under, out of or in connection with this Contract through friendly consultation. If no agreement can be reached by consultation, disputes shall be submitted to the people's court in the place where Party A is located.

18 Miscellaneous

18.1 The annex to this contract and the supplementary contracts signed by the parties in the performance of this contract shall be important part of this contract and have the same legal effect as this contract.

18.2 The matters not mentioned in this contract, its annexes and supplementary agreements shall be implemented in accordance with the relevant laws and regulations of the People's Republic of China.

18.3 The contract becomes effective once the representatives or authorized representatives of both Party A and Party B sign and seal the contract with the official stamps.

18.4 There are two copies of the contract, and each bears equal legal validity. Each Party holds one copy.

PARTY A

Xiamen Software Industry Investment & Development Co., Ltd.

Seal: [s/ Stamped Official Seal]

Representative: Wang Hua 王华

Date: Sep. 2, 2019

PARTY B

eHealth China (Xiamen) Technology Co., Ltd.

Seal: [s/ Stamped Official Seal]

Representative:

Date: Sep. 2, 2019

Property Management Service Contract

Agreement No. CX-2019-20-04

Chapter I General Principals

Article 1: Parties of the Contract

Client (hereinafter referred to as “Party A”): **eHealth China (Xiamen) Technology Co., Ltd.**

Assignee (hereinafter referred to as “Party B”): **Xiamen Software Industry Investment and Development Co, Ltd.**

Party A and Party B shall hereinafter be referred to collectively as the Parties.

Article 2: In order to regulate the property management within the Xiamen Software Park, (“Park”) to clarify the rights and obligations between the Owners (users) and the Property Management office, to ensure the reasonable usage of the property of the Xiamen Software Park, to build an environment of neatness, security and comfort, in accordance with relevant state laws and regulations, considering the practice of the Software Park, the Parties concluded this contract, based on friendly negotiation.

Article 3: Party A rents the property of the Xiamen Software Park. The premises of the lease are Room 8F-B of Chuangxin Building, Xiamen Software Park, with a chargeable area of 1250.89 m². In accordance with the relevant property management statutes and decrees, Party A and owners of this property and other users consign the property to Party B, and Party B will provide Party A with uniform and chargeable property management services discussed below.

Article 4: The beneficiary of the service provided by Party B are the owners and users of the property of the Xiamen Software Park; Party A and owners of this property and any other users shall follow this contract and bear corresponding responsibilities.

Chapter II Property Management Services

During the term of this Contract, Party B shall provide the following property management services:

Article 5: Maintenance, conservation, and management of the public area of the building including without limitation: floor cap, roof, outside wallboard, bearing structure, staircase, hallway and hall.

Article 6: Maintenance, conservation, operation and management of public facilities and equipment, including without limitation: shared main water pipe, rainspout, public lighting, fire control water pump room, fire control facilities and equipment, rooftop water tank and elevator.

Article 7: Maintenance, conservation and management of the accessorial construction and structure of the property including without limitation: path, extraventricular service pipe and drainpipe, cesspool, ditch, pool, well, bicycle shed, parking lot and trash can.

Article 8: Conservation and management of public green belt.

Article 9: Sanitation of public area, including without limitation: the sanitation of public area and shared area of the building, and gathering, transporting and cleaning garbage.

Article 10: Management of traffic and parking.

Article 11: Maintenance of security including without limitation: security at the gates, surveillance and patrolling.

Article 12: Owners and users are responsible for maintenance and conservation of the other areas of the building, facilities and equipment occupied or owned by themselves; if required and consigned, Party B may accept and charge the consigner based on the price negotiated by both parties otherwise.

Article 13: Maintenance, conservation of the leased area of the building, the adjacent parts of the equipment of Party A and any item requiring services of Party B by special arrangement.

Chapter III Property Management Service Fees

Article 14: Party B accepts all of the above service requirements. In accordance to the statute of property management, Party B can charge all owners and users the following fees:

1 Property Management Fee

The property management fee is charged for property management services provided by Party B, which excludes fees for maintenance, renewal, remodeling of public area of the building, shared facilities and shared equipment, and fees for maintenance of self-managed area, water and electricity, parking lots. Party B shall charge Party A RMB3.35 per square meter per month (including tax, tax rate 6%).

The following items fall under property management services: 1) Sanitation of the public area, including without limitation cleaning and clearing away the garbage in hallway, corridor, section paths, stairs, elevator (hall), green belt and parking lots; 2) Daily conservation of shared area of the building, public facilities and shared equipment; 3) Safety surveillance including: security, fire protection, patrolling around the building, 24-hour security shift; 4) Conservation and management of the environment; 5) Management of parking lots and parking order of vehicles.

2 Public Maintenance Fee

Public maintenance fee is charged for daily maintenance, renewal and remodeling of the public area of the building, public facilities and shared equipment. Any maintenance expenses, no matter regular routine expenses, or incidental large-amount maintenance expense, major or medium maintenance, renewal, and remodeling expenses should be shared by all owners and users pro rate. In the event that such expenses exceed the aggregate public maintenance fee collected from all owners and users, Party B shall be responsible for paying such excess amount. Maintenance expenses should be paid out of the aggregate public maintenance fee collected from all owners and users. All owners and users using the premises shall pay RMB 0.65 yuan per m² per month for the public maintenance fee from the day they begin to use the building. (This is not VAT collection, only receipts are provided).

3 Water and Electricity Fees

(1) Private-consumed water and electricity fees:

This fee shall be collected by actual readings of the relevant meters. Party A should pay water and electricity bills in time every month, otherwise, Party A will be responsible for delaying the payment for water and electricity bills. A late fee for water and electricity charges will be collected from the due date till the actual payment date, at a rate of 0.3% of the total late fee each day. If Party A doesn't pay water or electricity fees after notice from Party B, Party B has the right to suspend the power and water supply in accordance to relevant laws and regulations regarding the supply of water and electricity, and Party B is entitled to claim the water and electricity fees as well as the late fees (including tax).

(2) Public-consumed water and electricity fees:

The sharing of public-consumed electricity of the property is based on the leased area. The actual cost of public-consumed water shall be shared by all owners and users of this property at reasonable proportions; in each current month, Party A shall pay its monthly share of the cost for the previous month; Party B shall calculate the shared costs based on the actual cost of the public-consumed water for the previous month and the square meters rented by each owner or user, and collect from all owners and users of the property (including tax).

4. Air Conditioner Service Fees

The air-conditioning electricity fee during the air-conditioning use period is charged per square meter per month (including tax). The air-conditioning service fee is charged per square meter per month (including tax). The air-conditioning operation time is annually from May to October, Monday to Friday, 8:00-17:30, holidays are closed.

5. Special Services Fees

Service items that any individual owner (user) needs and consigns to Party B shall be reasonably charged based on negotiation of the parties.

Article 15: Management Service Fees to Be Paid by Party A:

1. Property Management Fee and Public Building Maintenance Fee: shall be paid every quarter, calculated by the square meters rented by Party A. It shall be paid with the first 15 days of the second month of each quarter. The property management fee for each quarter is RMB 12,571, and the maintenance fee for each quarter is RMB 2,439.
2. Water and Electricity Fee: Shall be paid promptly each month according to invoices provided by Party B (enclosed with a list of charged water and electricity fees and a list of calculated share)
3. Special service fees and fixed parking lot fees shall be paid according to contracts of the parties.
4. Air-conditioning service fee: Shall be paid monthly according to the receipt of Party B's charge. The monthly air-conditioning electricity fee is RMB 6,254, and the monthly air-conditioning service fee is RMB 8,756.
5. Large items clearing freight: the large pieces of garbage resulting from furniture replacement, purchase equipment, exhibition layout, etc., shall be handled by Party A itself. If Party A need to entrust Party B to clear and transport the garbage, Party A will pay separately to the Party B according to the actual amount of garbage.

Article 16: If Party A delays the payment of property management fees or pertinent fees, Party A shall be liable for a late fee of 0.5% of total due payments each day, starting from the due date till the actual payment date.

Chapter IV Rights and Obligations of Both Parties

Article 17: Rights and Obligations of Party A

Party A shall be:

1. Entitled to enjoy and protect legitimate rights and interests as the owners (users).
2. Entitled to make inquiries with the management department of Party B about pertinent proceedings of property management and receive corresponding answers.
3. Entitled to make recommendations, express its opinion and criticism over any area of property management.
4. Entitled to make recommendations, express its opinion and criticism to management authority concerning the property management.
5. Entitled to request that Party B disclose the balance sheet of property management periodically.
6. Obligated to abide by the Pact of the Owners (users) of the building and pertinent property management regulations, and to comply with and carry out the resolutions passed by the property management.
7. Obligated to pay property management fees and other fees set forth in this contract on a timely basis.
8. Entitled to examine Party B's budget and plans about major and medium maintenance, renewal, and remodeling of public facilities and equipment.

9. Entitled to inspect and oversee the income and expenses of the aggregate public maintenance fee; examine and approve maintenance items overspending the aggregate public maintenance fee.

10. Entitled to oversee and inspect the services provided by Party B.

11. Within the property of Xiamen Software Park, the following conduct is prohibited:

- (1) Damaging the main structure of the building.
- (2) Altering the design and outside features of the building without Party B's consent.
- (3) Misappropriate, mangle public facilities, common areas or equipment within the Park. Move or install elsewhere the shared equipment without Party B's consent.
- (4) Littering or huddling garbage and sundries.
- (5) Releasing toxic or harmful materials or emitting noises exceeding regulated standard.
- (6) Failure to park vehicles in the designated lots.
- (7) Other conducts prohibited by laws, regulations and the Pact of owners (users).

Owners (users) and property management department have the right to dissuade and prohibit any above-mentioned conducts within the area of the Park, and have the right to claim rehabilitation or legal damages.

Article 18: Rights and Obligations of Party B

Party B shall be:

1. Obligated to carry out responsibilities stated in this contract and responsible for duties that are corresponding to charged items stated in this contract; but not responsible for management liability caused by delayed payment or non-payment by Party A.
2. Responsible for communication to Party A of public property management regulations, which shall be implemented after consideration and approval of the owners (users).
3. Responsible for preparing scheme and budget for major or medium maintenance, renewal, and remodeling of public facilities and equipment. Party B shall be entitled to implement such projects and pay expenditure.
4. Entitled to use the public maintenance fee within the limits of the public maintenance fee for the building as stipulated in this contract, d, and shall report the income and expenses of the project to owners (users) when each expense limit is used up. Any expenses exceeding the quota should be implemented after the approval of the owners (users), but the emergency maintenance project can be reported after repairing.
5. Entitled to charge Party A for property management services as stated in this contract.
6. Entitled to hire specialized companies to perform property management services.
7. Entitled to manage in accordance with the Pact of Owners (users) of the building and pertinent property management regulations. Any violation of the same shall be handled according to the regulations.
8. Obligated to report to owners and users about the use of the aggregate public maintenance fee annually.
9. Entitled to, in order to protect interests of the public, owners, or users, and in the event of force majeure which includes but not limited to electrical problems, fire, broken water pipes, life-saving, assisting the police, deal with Party A concerning Party A's loss caused by emergent measures taken by Party B according to relevant laws and regulations.

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Article 19: The two parties can supplement or amend terms of this contract if such supplement or amendment is agreed to in writing by the Parties. Such supplement or amendment shall have the same effectiveness as this contract.

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Article 21: Any dispute occurred during the implementation of this contract shall be settled through negotiation of both parties or intermediation of the appropriate administrative authority. In the event of an unsuccessful negotiation or intermediation, this dispute shall be submitted to the people's court in the place where Party B is located..

Article 22: The term of this contract shall be from Sept. 15th, 2019 to Sep.14, 2020. Upon expiration of this Contract, this contract can be automatically extended twice if the parties has no objection. The contract term for each extension is one year. If the parties have objections, they must notify the other party in writing one month before the contract expires.

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Party A: eHealth China (Xiamen) Technology Co., Ltd.

Representative:

[/s/ Stamped Official Seal]

Bank Account:

Account No.:

Date: Sep.2, 2019

Party B: Xiamen Software Industry Investment and Development Co, Ltd.

Representative: Wang Hua 王华

[/s/ Stamped Official Seal]

Beneficiary Name: Xiamen Software Industry Investment and Development Co, Ltd.

Bank Account: High-tech Park Sub-branch of CITIC Bank, Xiamen

Account No.:

Date: Sep.2, 2019

