



20 years, young HC!

# HC INTERNATIONAL, INC.

## 慧聰網有限公司\*

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 2280)

(Stock Code: 05839)

### FORM OF PROXY FOR USE AT THE EXTRAORDINARY GENERAL MEETING

I/We, <sup>(Note 1)</sup> \_\_\_\_\_  
of \_\_\_\_\_  
being the registered holder(s) of <sup>(Note 2)</sup> \_\_\_\_\_ ordinary shares of HK\$0.10 each in the capital of HC International, Inc. (the "Company"), HEREBY APPOINT <sup>(Note 3)</sup> the Chairman of the Meeting, or \_\_\_\_\_  
of \_\_\_\_\_  
as my/our proxy to attend, act and vote for me/us and on my/our behalf at the extraordinary general meeting (the "Meeting") (or any adjournment thereof) of the Company to be held at Tower B, Jingyi Technical Building, No. 9 Dazhongsi East Road, Haidian District, Beijing, the People's Republic of China (100098) on Friday, 23 September 2016 at 4:00 p.m. or any adjournment thereof for the purpose of considering and, if thought fit, passing the resolutions set out in the notice convening the Meeting and at the Meeting, or any adjournment thereof, to vote for me/us in my/our name(s) in respect of the resolutions as hereunder indicated or, if no such indication is given, as my/our proxy thinks fit and in respect of any business that may properly come before the Meeting.

ORDINARY RESOLUTIONS		FOR <sup>(Note 4)</sup>	AGAINST <sup>(Note 4)</sup>
(1)	<p>(a) conditional upon the passing of the special resolution as set out in the notice convening this Meeting, the conditional framework agreement dated 26 April 2016 (as supplemented by two supplemental agreements dated 30 May 2016 and 29 June 2016 respectively) (the "Framework Agreement") (a copy of which is marked "A" and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between the Company, 上海網聯電子商務股份有限公司 (Shanghai Ganglian E-Commerce Holdings Co., Ltd*) (the "Purchaser") as purchaser, Beijing Huicong Construction Information Consulting Co., Ltd. (北京慧聰建設信息諮詢有限公司) ("Beijing Huicong Construction") and 西藏銳景慧傑創業投資合夥企業 (Xizang Ruijing Huijie Entrepreneurship Investment Partnership*) ("Xizang Ruijing") as vendors in relation to the proposed disposal of the entire equity interest in Beijing Zhixing Ruijing Technology Co., Ltd (北京知行銳景科技有限公司) ("Beijing Zhixing Ruijing") to the Purchaser for the aggregate consideration of not more than RMB2,080,000,000 and not less than RMB2,000,000,000, which shall be settled by way of the issue and allotment of shares of the Purchaser and payment of cash consideration, and the transactions contemplated thereunder be and are hereby approved, ratified and confirmed; and</p> <p>(b) any one or more of the directors of the Company be and is hereby authorised to do all such acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in his/their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the Framework Agreement and the transactions contemplated thereunder.</p>		
(2)	<p>(a) (i) the conditional equity transfer agreement dated 26 April 2016 (the "Equity Transfer Agreement") (a copy of which is marked "B1" and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between Mr. Guo Jiang ("Mr. Guo"), Mr. Liu Xiaodong ("Mr. Liu"), Beijing Huicong Construction and Xizang Ruijing in respect of the transfer of the entire equity interest in Beijing Zhixing Ruijing from Mr. Guo and Mr. Liu to Beijing Huicong Construction and Xizang Ruijing; (ii) the conditional asset transfer agreement dated 26 April 2016 (the "Asset Transfer Agreement") (a copy of which is marked "B2" and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between Orange Triangle Inc. and Beijing Zhixing Ruijing in respect of the transfer of, among others, certain intellectual property rights owned by Orange Triangle Inc. from Orange Triangle Inc. to Beijing Zhixing Ruijing; and (iii) the conditional termination agreement dated 26 April 2016 (the "Termination Agreement") (a copy of which is marked "B3" and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between Mr. Guo, Mr. Liu, Beijing Orange Triangle Technology Co., Ltd. (北京橙三角科技有限公司), Beijing Zhixing Ruijing and Orange Triangle Inc. in relation to the termination of the Existing Structured Contracts (as defined in the circular of the Company dated 30 August 2016 (the "Circular")) and the transactions contemplated under the Equity Transfer Agreement, the Asset Transfer Agreement and the Termination Agreement be and are hereby approved, ratified and confirmed; and</p>		

ORDINARY RESOLUTIONS		FOR <sup>(Note 4)</sup>	AGAINST <sup>(Note 4)</sup>
	(b) any one or more of the directors of the Company be and is hereby authorised to do all such acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the Equity Transfer Agreement, the Asset Transfer Agreement and the Termination Agreement and the transactions contemplated thereunder.		
(3)	(a) the conditional supplemental partnership agreement dated 26 April 2016 (as supplemented by the second supplemental partnership agreement dated 4 August 2016 and the third supplemental partnership agreement dated 23 August 2016) (the "Supplemental Partnership Agreement") (a copy of which is marked "C" and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between Beijing Huicong Construction and Mr. Liu, Mr. Shi Shilin, Ms. Wang Qian and Ms. Yang Ye (collectively, the "Zhixing Ex-Shareholders") in relation to, among others, the Reward Mechanism, and the transactions contemplated thereunder be and are hereby approved, ratified and confirmed; and  (b) any one or more of the directors of the Company be and is hereby authorised to do all such acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents and take all steps which may be in his/their opinion necessary, desirable or expedient to implement and/or give effect to the terms of the Supplemental Partnership Agreement and the transactions contemplated thereunder.		
SPECIAL RESOLUTION		FOR <sup>(Note 4)</sup>	AGAINST <sup>(Note 4)</sup>
(4)	(a) the execution, delivery and performance by the Company of the conditional deed supplemental to the Sale and Purchase Agreement (as defined in the Circular) dated 26 April 2016 (the "Supplemental Deed") (a copy of which is marked "D" and initiated by the chairman of the Meeting for identification purpose and tabled at the Meeting) entered into between the Company, NAVI-IT and the Zhixing Ex-Shareholders in relation to the Buy-Backs, together with the terms and conditions thereof and all the transactions contemplated thereunder be and are hereby approved, ratified and confirmed;  (b) the directors of the Company be and are hereby authorised to determine the manner and terms of the Buy-Backs; and  (c) any one director of the Company, or if the affixation of the common seal of the Company is necessary, any one director of the Company or such other person (including a Director) or persons as the board of directors of the Company may appoint be and is/are hereby authorised for and on behalf of the Company to approve and execute all documents, instruments and agreements and to do all such acts or things deemed by him/her/them to be incidental to, ancillary to or in connection with the matters contemplated in or related to the Supplemental Deed (including but not limited to give instructions to the Escrow Agent to release the Escrow Documents and the Buy-Back Shares, to sign the Pre-signed Document and to terminate the Escrow Agreements) and any and all of the transactions contemplated thereunder or incidental thereto and completion thereof as he/she/they may consider necessary, desirable or expedient.		

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signature <sup>(Note 5)</sup>: \_\_\_\_\_

*Notes:*

1. Full name(s) and address(es) (as shown in the Register of Members) to be inserted in **BLOCK CAPITALS**.
2. Please insert the number of ordinary shares of the Company registered in your name(s). If no number is inserted, this form of proxy will be deemed to relate to all the shares in the capital of the Company registered in your name(s).
3. If any proxy other than the Chairman of the Meeting is preferred, please delete the words "**the Chairman of the Meeting, or**" and insert the name and address of the proxy desired in the space provided. **ANY ALTERATION MADE TO THIS FORM OF PROXY MUST BE INITIALLED BY THE PERSON(S) WHO SIGNS IT.**
4. **IMPORTANT: IF YOU WISH TO VOTE FOR ANY RESOLUTION, TICK IN THE BOX MARKED "FOR". IF YOU WISH TO VOTE AGAINST ANY RESOLUTION, TICK IN THE BOX MARKED "AGAINST".** Failure to complete the box will entitle your proxy to vote or abstain at his discretion. Your proxy will also be entitled to vote at his discretion on any resolution properly put to the Meeting other than those referred to in the notice convening the Meeting.
5. This form of proxy must be signed by you or your attorney duly authorised in writing or, in the case of a corporation, must be either under its common seal or under the hand of any officer or attorney or other person duly authorised.
6. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s). For this purpose seniority will be determined by the order in which the names stand in the Register of Members of the Company in respect of the joint holding.
7. To be valid, this form of proxy, together with (if required by the board of directors of the Company) the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof, must be deposited at the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at Room 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the Meeting (or any adjournment thereof).
8. A proxy need not be a member of the Company but must attend the Meeting in person to represent you.
9. Completion and delivery of this form of proxy will not preclude you from attending and voting in person at the Meeting or any adjournment thereof if you so wish.

\* *For identification purposes only*