LOAN AGREEMENT

THIS LOAN AGREEMENT (this "**Agreement**") is entered into on September 12, 2024, by and between Youxin (Anhui) Industrial Investment Co., Ltd. (优信（安徽）产业投资有限公司 (the "**Borrower**"), a company organized and existing under the laws of the PRC, and Pintu (Beijing) Information Technology Co., Ltd. (拼途（北京）信息技术有限公司) (the "**Lender**"), a company organized and existing under the laws of the PRC. The Borrower and the Lender are hereinafter jointly referred to as "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, the Lender agrees to extend a loan to the Borrower in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the respective undertakings stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

SECTION 1. INTERPRETATION

1.1 Definitions. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, "**control**" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlling**" and "**controlled**" have correlative meanings.

"**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the PRC (which for the purpose of this Agreement shall exclude Hong Kong SAR, Macau SAR and Taiwan), Hong Kong SAR or the State of New York are authorized or required by law or other governmental action to close.

"**Governmental Entity**" means any transnational or supranational, domestic or foreign federal, national, state, provincial, local or municipal governmental, regulatory, judicial or administrative authority, department, court, arbitral body, agency or official, including any department, commission, board, agency, bureau, subdivision or instrumentality thereof.

"**Guarantee Agreement**" means the guarantee agreement (保证合同) entered into between the Lender and the Guarantor in the form as set forth in SCHEDULE 1.

"**Guarantor**" means Youtang (Shaanxi) Information Technology Co., Ltd. (优唐（陕西）信息科技有限公司).

"**ODI Approvals**" means all necessary approvals, consents and authorizations in connection with the outbound direct investment in Uxin Limited by certain Affiliate of the Lender (the "**Holder**") at an aggregate investment amount of US$7,500,000, by the competent PRC governmental authorities, including without limitation (i) the National Development and Reform Commission of the PRC or its local counterparts; (ii) the Ministry of Commerce of the PRC or its local counterparts; (iii) the State Administration of Foreign Exchange or its local counterparts; and (iv) the related foreign exchange bank(s).

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Entity.

"**RMB**" means Renminbi Yuan, the lawful currency of the PRC.

"**Transaction Documents**" means this Agreement and the Guarantee Agreement.

"**US dollar or US$**" means United States dollar, the lawful currency of the United States of America.

1.2 Interpretation. For all purposes of this Agreement, except as otherwise expressly provided, (i) the terms defined in this Section 1 shall have the meanings assigned to them in this Section 1 and include the plural as well as the singular, (ii) all references in this agreement to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of the body of this agreement, (iii) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms, (iv) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this agreement as a whole and not to any particular section or other subdivision, and (v) all references in this agreement to designated schedules, exhibits and annexes are to the schedules, exhibits and annexes attached to this agreement unless explicitly stated otherwise.

SECTION 2. AMOUNT AND TERMS OF THE LOAN

2.1 Loan. On the terms and subject to conditions of this Agreement and in reliance upon the representations and warranties of the Borrower set forth in this Agreement, the Lender agrees to extend a loan to the Borrower in a principal amount of the RMB equivalent of US$7,500,000 (the "**Loan**"). The US dollar to RMB exchange rate hereof shall be the average of the middle exchange rate published by the People's Bank of China for the three (3) Business Days preceding the Drawdown Date.

2.2 Drawdown. The Lender agrees to wire the principal amount of the Loan into a bank account designated by the Borrower on a date (the "**Drawdown Date**") that is within five (5) Business Days after the satisfaction or waiver by the Lender of the conditions as set forth in Section 4, provided that a wiring instruction with accurate and complete bank account number and other information of the bank account shall have been delivered to the Lender at least three (3) Business Days prior to Drawdown Date.

2.3 Guarantee of the Loan. The obligation of the Borrower to repay the Loan under this Agreement shall be guaranteed by the Guarantor pursuant to the Guarantee Agreement dated as of the date hereof by and between the Lender and the Guarantor.

2.4 Interest.

(a) Within twelve (12) months after the Drawdown Date (the "**Initial Interest Period**"), a simple interest shall accrue on the outstanding principal amount of the Loan at a fixed rate of 5.35% per annum.

(b) In the event the Borrower has not repaid the principal amount and the interest accrued in full within the Initial Interest Period, a simple interest shall accrue on the then outstanding principal amount of the Loan and interest accrued pursuant to Section 2.4 at a fixed rate of 8.00% per annum immediately after the expiration of the Initial Interest Period until the Loan is repaid in full.

(c) Interest rates shall be calculated on the basis of a 365-day year and the actual number of days elapsed, to the extent permitted by applicable law.

2.5 Term.

(a) The Loan shall have a term of 18 months from the Drawdown Date (the "**Term**").

(b) The Term may be extended upon written agreement between the Lender and the Borrower.

2.6 Ranking. The payment obligations of the Borrower hereunder will rank at least equally and ratably with all of its other present and future unsecured payment obligations, except for obligations mandatorily preferred by law and not by contract.

2.7 Repayment. As soon as possible after the Holder has obtained the ODI Approvals and notified the Borrower in writing (such written notice shall contain documentary evidence of such ODI Approvals), the Borrower shall repay the principal amount of the Loan and the interest accrued pursuant to Section 2.4 in installments as mutually agreed by the Lender and the Borrower in writing (each, an "**Installment Repayment**"), until all principal amount and accrued interest is repaid in full. For the avoidance of doubt, the aggregate amount of repayment denominated in renminbi shall be equivalent to US$7,500,000 and the accrued interests (in each case calculated based on the middle exchange rate published by the People's Bank of China on the relevant repayment date.) Within fifteen (15) Business Days after the expiration of the Term, the Borrower shall repay the then outstanding principal amount of the Loan and any unpaid accrued interest.

2.8 Application of Repayment. The repayments shall be applied, *first*, to payments in full of any costs incurred in the collection of any sum due under the Loan, including (without limitation) reasonable attorney's fee, *second*, to the payment in full of any interest accrued pursuant to Section 2.4, and *third*, to the reduction of the unpaid principal balance of the Loan.

2.9 Prepayment. The Borrower may not prepay the Loan at any time before the Holder has obtained all ODI Approvals without the prior written consent of the Lender. Any prepayment of all or any portion of the Loan shall be made in accordance with the terms set forth herein or shall otherwise be subject to the prior written consent of the Lender.

2.10 Event of Default. Any of the following events shall constitute an event of default (an "**Event of Default**")

(a) Failure to Make Required Payment. The Borrower fails to pay the principal amount and accrued interest due pursuant to this Agreement.

(b) Voluntary Bankruptcy. (i) Any of the Borrower, Uxin Limited, or the Guarantor (collectively, the "**Borrower Parties**" and each a "**Borrower Party**") commences a voluntary winding-up, liquidation or similar process under applicable law; (ii) any of the Borrower Party consents to the appointments of or taking possession by a liquidator, assignee, trustee, sequestrator (or other similar official) of such Borrower Party for any substantial part of its property; (iii) any of the Borrower Party generally fails to pay its debts as such debts become due; or (iv) any of the Borrower Party takes any corporate action in furtherance of any of the foregoing events described in the foregoing subsections (i) to (iii).

(c) Involuntary Bankruptcy. (i) Entry of a decree or order for relief by a court having jurisdiction in the premises in respect of any Borrower Party in an involuntary case under any applicable bankruptcy, insolvency or other similar law; (ii) appointment of a liquidator, assignee, trustee, sequestrator (or similar official) of any Borrower Party for any substantial part of its property, or (iii) the ordering of the winding-up or liquidation of any Borrower Party's affairs.

(d) Change of Control. (i) A sale of all or substantially all of the assets of any Borrower Party; (ii) the acquisition of more than 50% of the voting power of the outstanding securities of any Borrower Party by another entity that is not an Affiliate of the Borrower Parties by means of any transaction or series of related transactions (including, without limitation, reorganization, merger or consolidation); or (iii) any reorganization, merger or consolidation in which the respective Borrower Party is not the surviving entity.

(e) Cross Default: Borrower Party's default or breach under any outstanding loans, notes or debt financing agreements (to the extent not timely cured by the Borrower Party pursuant to its term) to which such Borrower Party is a party, provided that, no Event of Default will occur if (i) the defaulted amount of outstanding loans, notes or debt financing agreements falling in the above is no more than RMB5 million, or (ii) the Borrower Party has remedied or rectified within fifteen (15) days after such default or breach.

2.11 Remedies.

(a) Upon the occurrence of an Event of Default specified in Section 2.10 (a), the Lender may, by notice to the Borrower, declares the Loan to be due immediately and payable by the Borrower, where upon the unpaid outstanding principal amount of the Loan and accrued interest shall become immediately due and payable without notice.

(b) Upon the occurrence of an Event of Default specified in Section 2.10 (b), (c), (d) or (e), the unpaid outstanding principal amount of the Loan and accrued interest shall automatically and immediately become due and payable, in all cases without any action on the part of the Lender.

2.12 Use of Proceeds. Without the prior written consent of the Lender, the Borrower shall only use the proceeds of the Loan to fund its business operation and other activities duly approved by the board of directors of Uxin Limited.

SECTION 3. REPRESENTATIONS AND WARRANTIES

3.1 Borrower Representations and Warranties. The Borrower hereby represents and warrants to Lender that:

(a) The Borrower is duly incorporated and validly existing under the laws of the PRC. The Borrower has all requisite corporate power and authority to own and operate its properties, to carry on its business as now conducted and to perform its obligations hereunder which it may enter into pursuant to the terms hereof. The Borrower is duly qualified to transact business in each jurisdiction in which such qualification is required.

(b) The Borrower is duly authorized to enter into this Agreement, and this Agreement when executed and delivered constitutes the valid and legally binding obligation of the Borrower, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Entity is required on the part of the Borrower in connection with the consummation of the transactions contemplated by this Agreement.

(d) No event has occurred that would have a material adverse effect on the assets, business and financial condition of the Borrower or on the Borrower's ability to perform its obligations hereunder.

3.2 Lender Representations and Warranties. The Lender hereby represents and warrants to Borrower that:

(a) The Lender is duly organized and validly existing under the laws of the PRC. The Lender has all requisite corporate power and authority to own and operate its properties, to extend the Loan and carry on its business as now conducted and to perform each of its obligations hereunder which it may enter into pursuant to the terms hereof. The Lender is duly qualified to transact business in each jurisdiction in which such qualification is required.

(b) The Lender is duly authorized to enter into this Agreement and conduct the transaction contemplated hereunder and this Agreement when executed and delivered constitutes the valid and legally binding obligation of the Lender, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

SECTION 4. GENERAL CONDITIONS PRECEDENT

4.1 General Conditions Precedent. The obligation of the Lender to make the Loan is subject to fulfillment, on or prior to the Drawdown Date, of each of the following conditions, unless otherwise waived by the Lender in writing:

(a) the representations and warranties of the Borrower contained in this Agreement are true and correct as of the date hereof and on the Drawdown Date; and

(b) each of the parties to the Transaction Documents, other than the Lender, shall have executed and delivered such Transaction Documents to the Lender.

SECTION 5. MISCELLANEOUS

5.1 Amendments. Except as otherwise permitted herein, this Agreement and its provisions may be amended, changed, waived, discharged or terminated only by a writing signed by the Parties.

5.2 Assignments. The Borrower shall not transfer any of its/his rights or duties under this Agreement without prior written consent of the Lender. The Lender may assign all or part of its rights under this Agreement to any Affiliate or other Persons.

5.3 Fee and Expenses. The Borrower or its Affiliate shall reimburse the Lender of any legal fees and expenses, account auditing fees and expenses, and other expenses reasonably incurred by the Lender in connection with this Agreement and the performance of its obligation hereunder.

5.4 Governing Law. The execution, validity, interpretation, implementation and disputes of this Agreement shall be governed by the laws of the PRC.

5.5 Dispute Resolution.

(a) Any dispute or claim arising out of or in connection with this Agreement including any question regarding its existence, validity or termination ("**Dispute**") shall first be subject to friendly discussions between the Parties with a view to reaching an amicable settlement by negotiation..

(b) If after fifteen (15) days from the date one Party serves the other Parties notice in writing of the existence of a Dispute such Dispute cannot be resolved by negotiation, any Party may without further delay submit the Dispute to the China International Economic and Trade Arbitration Commission (the "**CIETAC**") for arbitration.

(c) Such arbitration shall be conducted by the CIETAC in accordance with CIETAC's arbitration rules in effect at the time of the application for arbitration. The tribunal shall consist of three arbitrators. The language of the arbitration shall be Chinese. A written record of the arbitration hearings shall be kept and made available to the Parties. The arbitral award shall be final and binding on both Parties. The costs of the arbitration, including attorneys' fee shall be borne by the losing Party unless otherwise determined by the arbitration award.

5.6 Notices. All notices, claims, certificates, requests, demands and other communications under this Agreement shall be made in writing and shall be delivered to a Party hereto by hand or sent by facsimile, or sent, postage prepaid, by reputable overnight courier services at the address given for such Party on the signature pages hereof (or at such other address for such Party as shall be specified by like notice), and shall be deemed given when so delivered by hand, or if sent by facsimile, upon receipt of a confirmed transmittal receipt, or if sent by overnight courier, five (5) days after delivery to or pickup by the overnight courier service.

5.7 Severability. If any provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5.8 Remedies Cumulative. The rights and remedies available under this Agreement or otherwise available shall be cumulative of all other rights and remedies and may be exercised successively.

5.9 Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Signature Pages Follow)

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to execute this Agreement as of the first date written above.

Youxin (Anhui) Industrial Investment Co., Ltd.
(优信（安徽）产业投资有限公司)

By: ______________________________(stamp)
Name: 井文兵
Title: Legal Representative

Address for notice:	北京市朝阳区广顺南大街东煌大厦 21 层优信集团
Attn:	寇金旺
Tel:	+86-15609873380
Email:	koujinwang@xin.com

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to execute this Agreement as of the first date written above.

Pintu (Beijing) Information Technology Co., Ltd.
(拼途（北京）信息技术有限公司)

By:____________________(stamp)
Name: 宋中杰
Title: Legal Representative

Address for notice:	北京市朝阳区创远路 36 号院朝来科技产业园 14 号楼 1 层
Attn:	向红
Tel:	15901261507
Email:	xianghong@didachuxing.com

SCHEDULE 1

GUARANTEE AGREEMENT

保证合同

本《保证合同》（下称“**本合同**”）由下列双方于 2024 年 9 月 12 日签署：

1. **优唐（陕西）信息科技有限公司**，一家在中国境内设立的有限公司，其统一社会信用代码为 91610138MABMY2BC6Q，作为保证人（以下简称“**保证人**”）；及

2. **拼途（北京）信息技术有限公司**，一家在中国境内设立的有限公司，其统一社会信用代码为 91110108396035049C，作为贷款人（以下简称“**权利人**”）。

鉴于：

1. 优信（安徽）产业投资有限公司（以下简称为“**被保证人**”）与权利人于 2024 年 9 月 12 日签署了一份借款协议(Loan Agreement)（包括其后的任何修改、补充、变更、替代文件以及具体的交易记录、交易凭证、交易确认书等，以下合称“**主合同**”），权利人同意根据主合同约定的条款和条件向被保证人提供等值于美金 7,500,000 元的人民币借款。

2. 保证人自愿为被保证人于主合同项下的还款义务提供连带保证责任担保。

经各方当事人共同协商，达成本合同如下条款，以资各方遵照执行。

第一条　担保主债权

本合同项下由保证人提供保证担保的主债权为权利人依据主合同对被保证人享有的债权（以下简称“**主债权**”）。

第二条　保证期间

本保证的保证期间自本合同签署之日起计，直至主合同项下被保证人债务履行期届满之后两年止。在保证期间，权利人有权要求保证人承担保证责任。

第三条　保证范围

保证人同意：一经权利人要求，立即向权利人清偿权利人根据主合同与被保证人进行合作项下被保证人应向权利人支付的累计本金余额或/及款项，及其所有的相关利息、罚息、违约金、损害赔偿金、实现债权而产生的费用（包括诉讼费用、财产保全费用、律师费用、强制执行费用等）及被保证人在主合同项下应向权利人支付而尚未完全支付的其他所有债务，以及在主合同被确认无效或被撤销的情况下被保证人应向权利人赔偿的全部损失（以下简称“**担保债务**”）。

第四条　保证性质

4.1　本保证的基本性质

保证人在本合同项下提供的是无条件和不可撤销的连带责任保证。

4.2　本保证的其他随附性质

(1) 本保证是一项独立的保证，其有效性并不受与债务有关的任何合同或协议无效所影响。

(2) 权利人在本合同项下所享有的权利不受任何其他合同或协议的影响或限制；在任何情况下，权利人行使担保权利时，若担保债务既有物的担保又有人的担保的，权利人既可以就物的担保实现债权，也可以根据本合同的规定要求保证人先行或同时承担本合同项下的保证责任，即权利人有权直接单独要求保证人履行保证责任，无须先行向任何其他人（包括但不限于被保证人、其他保证人、其他担保人及/或抵押品提供人士等）主张权利或采取任何诉讼或其他措施。

(3) 本保证是一项连续性的保证，在保证期间内持续有效，直至所有担保债务获得完全清偿为止。

(4) 只要被保证人在主合同项下对权利人承担了任何现在的、将来的、已产生的或可能发生的债务，保证人将就所有该些债务承担保证责任，该保证责任并不受任何不可测因素所影响。

(5) 保证人承担本合同项下的担保责任是无条件的，不会因出现任何以下原因而免除或减少：

   (a) 主合同的任何条款和条件修改、补充或删除；

   (b) 权利人给予任何人时间或任何其他宽免或其他优惠措施；

   (c) 权利人与任何其他人达成和解协议或在任何时候放弃或变更其对任何人享有的任何权利；

   (d) 任何人的法律地位或组成发生任何变化，包括股权转让、破产、清算、合并、被兼并、重组、死亡、无行为能力或行为能力受到限制等情况，或任何人的名称或业务范围变更；

(e) 任何人就任何债务提供任何其他保证、抵押、质押或其他担保；

(f) 权利人许可被保证人在主合同项下的各分项授信额度间进行调配使用或授予被保证人新的分项授信额度；

(g) 权利人放弃或变更其享有的其他担保权利（包括但不限于放弃或变更其他保证、抵押权、质押权、留置权或其他担保或变更其享有的抵押权的顺位）；或

(h) 由于任何适用的法律法规的限制导致保证人不能根据本合同的约定履行向境外支付之义务。

第五条 保证债务的偿付

5.1 被保证人之任何债务履行期届满，包括因出现法律、法规或由权利人与被保证人所签订与担保债务有关的主合同所规定的情况而导致合作项下债务或交易提前到期或提前终止等应予清偿，而被保证人无论是基于何种原因未能按时履行义务或支付任何其他应付款项时，保证人在收到权利人发出的付款通知书后 7 日内，应按该通知书所规定的清偿金额、货币种类、清偿方式，清偿日期和地点及其他有关指示，无条件地以第一债务人的身份直接向权利人一次性清还全部应付款项。

第六条 索赔权

6.1 在所有担保债务未完全清偿前，保证人无权获得或行使任何代位求偿权，亦不能先于权利人对被保证人要求清偿任何债务。

6.2 保证人在所有担保债务未完全清偿前，没有权利人的书面同意，不得就代位求偿权项下的债务接受任何人的任何担保。如果保证人违反本条的规定，接受了任何担保，该等担保将视为是由保证人代权利人接受的。保证人应将与该等担保有关的所有文件、标的物及款项交付权利人。

第七条 声明与承诺

7.1 保证人声明如下：

(1) 保证人依法具备保证人主体资格，有权签署并履行本合同。

(2) 保证人在本合同项下的责任是合法、有效、具约束力和可以按其条款强制执行的。

(3) 保证人签署本合同、行使其在本合同项下的权利及履行或被强制执行其在本合同项下的义务均不会违反对其或其财产有约束力的任何法律、行政命令、义务、同意、协议或文件。

7.2 保证人承诺如下：

(1) 保证人会立即通知权利人任何导致或可能导致改变其本身法律地位、民事行为能力或组成的事件。

(2) 保证人会获得及维持所有关于本合同适用法律所要求的授权、批准、备案或登记，并遵守一切有关条款，以及作出其他必须的行动，以确保保证人有权合法地签署本合同及履行本合同项下的义务和确保本合同合法、有效、对其具约束力，可被采纳为诉讼证据及可被强制执行。

(3) 保证人会促使被保证人(i)遵守一切有关的法规及规定，以确保本合同的有效性及可执行性及(ii)不会作出任何行动使本合同项下保证人的义务变成无效、不合法、无约束力及/或不可被强制执行。

(4) 应权利人不时要求，保证人会签署任何合同或文件及作出任何行动和安排以确保权利人在本合同项下所享有的权利。

第八条 转让

8.1 未经权利人事先书面同意，保证人不得转让其在本合同项下的全部或任何权利或义务。

8.2 权利人依法将主合同项下的全部或任何权利转让予任何其他人，可同时将本合同项下的相应权利转让予该受让人，无须征得保证人的同意，届时权利人只需通知保证人即可。在依法完成转让后，保证人在原保证范围内继续对该受让人承担保证责任。

第九条 权利的保留

如权利人在任何时候延迟行使、没有行使或部分行使本合同所赋予的任何权利，不应视为权利人对该权利的放弃，也不影响权利人进一步行使该权利或行使任何其他权利。权利人在任何时候没有追究保证人违反本合同项下的任何责任，并不影响权利人以后追究该责任，或追究其后无论是否与该责任有关的其他责任。本合同赋予权利人的权利并不影响权利人依法享有的其他权利。

第十条　　条款的可分割性

本合同的任何条款在任何法域内出现不合法、失效或无法强制执行的情况，并不影响本合同的其他条款的法律效力（上述不合法、失效或无法强制执行的条款将不再视为本合同的组成部分），也不影响该条款在其他法域的合法性、有效性和可强制执行性。

第十一条 通知与送达

11.1　合同有关的通知或其他通讯必须采用书面方式，并可以用电传、传真或信函发出。

11.2　如收件方为保证人，则可发送至下述第 15.3 条保证人的地址、电传或传真号码。如以电传或传真方式发出的，发出时视为送达，如以邮寄方式送出，在填妥正确地址并且邮资已付的情况下，在投邮后 7 日视为送达，不论最终是否退回。但保证人向权利人发出的通知或通讯，只有在权利人实际收到后方才生效。

11.3　为本第十五条之目的，保证人的联系信息如下：

地址：北京市朝阳区北土城东路 12 号 3 层优信集团
传真：/
电子邮件：koujinwang@xin.com

保证人应提供真实、完整、准确的地址、传真及电传信息。如该等信息有变，保证人应立即通知权利人。该等更改只有在权利人妥为记录后方才生效。

11.4　保证人指定本合同注明的保证人住所及联系地址均为向保证人送达司法文书的有效地址。在不影响上述条款的前提下，就所有司法文书送达而言，因该等地址不准确、权利人未及时知悉该等地址的变更或司法文书寄送至该等地址后保证人因任何原因未签收，相关司法文书退回之日视为送达之日。本条持续有效，直至担保债务不可撤销地全额清偿且保证人在本合同项下义务全部妥善履行之日止(若涉及任何司法程序，则指保证人根据该等司法程序清偿全部担保债务且已妥善履行本合同项下的全部义务之日止)。

第十二条法律适用及争议解决

12.1　本合同适用中华人民共和国（“**中国**”）法律并依其进行解释。

12.2　凡因执行本合同所发生的或与本合同有关的一切争议，各方应通过友好协商解决。若任何争议无法在争议发生后十五（15）日内通过协商解决，任何一方有权将该争议提交至中国国际经济贸易仲裁委员会（“**贸仲**”），按照贸仲届时有效的仲裁规则（“**贸仲规则**”）进行仲裁。仲裁语言为中文。仲裁裁决是终局性的，对各方

均有约束力。

12.3 若仅发生个别事项争议，则除争议事项外，本合同各方应继续履行本合同其他条款。

第十三条其他

13.1 本合同的各项条款和附件的标题仅供参考，不应影响对条文的解释。

13.2 本合同作为主合同的从合同，与主合同具有同等法律效力。

13.3 本合同对保证人和权利人及其各自的继承人及受让人均具有约束力。

13.4 本合同在保证人、权利人签署后生效，本合同一式两份，每方各执一份。

（本页以下无正文）

本页无正文，为《保证合同》签署页

保证人：

优唐（陕西）信息科技有限公司（盖章）

签字：蒋桂佳

姓名：蒋桂佳

职位：法定代表人

本页无正文，为《保证合同》签署页

权利人：

拼途（北京）信息技术有限公司（盖章）

签字：________________

姓名：宋中杰

职位：法定代表人