

授权委托书

Power of Attorney

本人，陈湘宇，中国公民，身份证号码为 430302198206203272，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本人在本授权委托书签署之日拥有深圳市创梦天地科技有限公司(“公司”)25.1666%的股权。

I, Xiangyu, CHEN, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 430302198206203272, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. I am a holder of 25.1666% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本人现时和将来持有的公司的股权(下称“本人股权”)，本人特此不可撤销地授权深圳市前海创梦科技有限公司(下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及)或其自主决定指定的人(包括但不限于前海创梦的董事)(下称“受托人”)在本授权委托书的有效期限内作为本人唯一的排他的代理人代表本人行使相关法律法规及公司章程就本人股权而享有的一切权利，包括但不限于如下权利(合称为“股东权利”)：

For the equity interests in the Company that are held by me now and will be held by me in the future (“My Shareholding”), I hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent me to exercise all rights concerning My Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as my sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本人的名义，代表本人以股东身份签署及交付任何书面决议；
Representing me in executing and delivering any written resolution as a shareholder on my behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项(包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产)进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;
- (e) 出售、转让、质押或以其他方式处分本人在公司的任何或全部股权；

Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by me;

- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本人同意并承诺，若公司出现解散、清算的情形，首先，前海创梦和/或其授权人士有权代表本人行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本人同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本人进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。

I hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on my behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, I agree to transfer total assets that I should acquire and have acquired as a shareholder of the Company during corporate dissolution and liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in

case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, I further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本人在此进一步同意并承诺：

I hereby further agree and covenant:

受托人有权代表本人签署本人与前海创梦、公司于 2018 年 5 月 10 日 签署的《独家购买权协议》以及本人与前海创梦、公司于 2018 年 5 月 10 日 签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of myself, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

All the actions associated with My Shareholding conducted by the Designee shall be deemed as actions conducted by myself, and all the documents shall be deemed to be executed by me, all of which I hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本人或获得本人的同意。如果中国法律有要求，前海创梦应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本人其将本授权委托书的权利转让给第三方，本人将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的

其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies me in writing that it assigns its rights under this Power of Attorney to a third party, I will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本人在此确认、承诺及保证，如本人发生死亡、丧失行为能力或发生任何可能影响本人行使在公司的股东权利的情形，本人的继承人、监护人或者任何其他有权对本人持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本人在本授权委托书下的所有权利与义务。

I hereby confirm, covenant and undertake that, if I suffer from death, incapacity or in any other events that my exercising of Shareholder's Rights in the Company will be affected, my inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by me will be deemed as executing party to this Power of Attorney and inherit all my rights and obligations under this Power of Attorney.

本人确认本人配偶知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股权是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股权，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的内资企业股权为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

I confirm that my spouse is aware of the Transaction Documents and this Power of Attorney as executed by me; my spouse and I agree that My Shareholding is my personal property and does not constitute joint property of my spouse and me; my spouse agrees that I have the right to handle My Shareholding at my sole discretion without consent of my spouse and to enjoy the rights and perform the obligations under the Transaction Documents and this Power of Attorney by myself. If my spouse and I get divorced, the equity interest in the Domestic Company held by me is my personal property and does not constitute the joint property of my spouse and me, and I will take measures to ensure the performance of the Transaction Documents and this Power of Attorney and will not take any actions in violation of the Transaction Documents and this Power of Attorney.

本人承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本人承诺未经前海创梦事先书面同意，本人不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本人或其他非独立或可能引致利益冲突的人士行使本授权委托书范

围内的权利。

I undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, I undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. I undertake that, without prior written consent of Qianhai iDream, I will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for me or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本人为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either I or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when

awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either I or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by myself or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给前海创梦的与本人股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by myself.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney

陈湘宇
Xiangyu, CHEN

签字:
By: _____



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power
of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本人，关嵩，中国公民，身份证号码为 440112198104180000，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本人在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）2.5970%的股权。

I, Song, GUAN, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 440112198104180000, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. I am a holder of 2.5970% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本人现时和将来持有的公司的股权（下称“本人股权”），本人特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本人唯一的排他的代理人代表本人行使相关法律法规及公司章程就本人股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by me now and will be held by me in the future (“My Shareholding”), I hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent me to exercise all rights concerning My Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as my sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本人的名义，代表本人以股东身份签署及交付任何书面决议；
Representing me in executing and delivering any written resolution as a shareholder on my behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;
- (e) 出售、转让、质押或以其他方式处分本人在公司的任何或全部股权；

Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by me;

- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本人同意并承诺，若公司出现解散、清算的情形，首先，前海创梦和/或其授权人士有权代表本人行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本人同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本人进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。

I hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on my behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, I agree to transfer total assets that I should acquire and have acquired as a shareholder of the Company during corporate dissolution and liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in

case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, I further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本人在此进一步同意并承诺：
I hereby further agree and covenant:

受托人有权代表本人签署本人与前海创梦、公司于 2018 年 5 月 10 日 签署的《独家购买权协议》以及本人与前海创梦、公司于 2018 年 5 月 10 日 签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of myself, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

All the actions associated with My Shareholding conducted by the Designee shall be deemed as actions conducted by myself, and all the documents shall be deemed to be executed by me, all of which I hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本人或获得本人的同意。如果中国法律有要求，前海创梦应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本人其将本授权委托书的权利转让给第三方，本人将立即收回在此向前海创梦做出的

委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies me in writing that it assigns its rights under this Power of Attorney to a third party, I will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本人在此确认、承诺及保证，如本人发生死亡、丧失行为能力或发生任何可能影响本人行使在公司的股东权利的情形，本人的继承人、监护人或者任何其他有权对本人持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本人在本授权委托书下的所有权利与义务。

I hereby confirm, covenant and undertake that, if I suffer from death, incapacity or in any other events that my exercising of Shareholder's Rights in the Company will be affected, my inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by me will be deemed as executing party to this Power of Attorney and inherit all my rights and obligations under this Power of Attorney.

本人确认本人配偶知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股权是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股权，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的内资企业股权为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

I confirm that my spouse is aware of the Transaction Documents and this Power of Attorney as executed by me; my spouse and I agree that My Shareholding is my personal property and does not constitute joint property of my spouse and me; my spouse agrees that I have the right to handle My Shareholding at my sole discretion without consent of my spouse and to enjoy the rights and perform the obligations under the Transaction Documents and this Power of Attorney by myself. If my spouse and I get divorced, the equity interest in the Domestic Company held by me is my personal property and does not constitute the joint property of my spouse and me, and I will take measures to ensure the performance of the Transaction Documents and this Power of Attorney and will not take any actions in violation of the Transaction Documents and this Power of Attorney.

本人承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本人承诺未经前海创梦事先书面同意，本人不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应

视作为授权本人或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

I undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, I undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. I undertake that, without prior written consent of Qianhai iDream, I will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for me or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本人为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either I or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering

the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either I or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by myself or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给前海创梦的与本人股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by myself.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

[Remainder of This Page Intentionally Left Blank]

授权委托书签字页
Signature page of this Power of Attorney

关嵩
Song, GUAN

签字:
By: _____



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本人，雷俊文，中国公民，身份证号码为 430528198307110512，于 2018 年 5 月 10 日 签署本授权委托书，本授权委托书自签署之日起生效。本人在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）2.5575% 的股权。

I, Junwen, LEI, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 430528198307110512, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. I am a holder of 2.5575% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本人现时和将来持有的公司的股权（下称“本人股权”），本人特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本人唯一的排他的代理人代表本人行使相关法律法规及公司章程就本人股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by me now and will be held by me in the future (“My Shareholding”), I hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent me to exercise all rights concerning My Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as my sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本人的名义，代表本人以股东身份签署及交付任何书面决议；
Representing me in executing and delivering any written resolution as a shareholder on my behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;
- (e) 出售、转让、质押或以其他方式处分本人在公司的任何或全部股权；

Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by me;

- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本人同意并承诺，若公司出现解散、清算的情形，首先，前海创梦和/或其授权人士有权代表本人行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本人同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本人进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。

I hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on my behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, I agree to transfer total assets that I should acquire and have acquired as a shareholder of the Company during corporate dissolution and liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in

case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, I further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本人在此进一步同意并承诺：
I hereby further agree and covenant:

受托人有权代表本人签署本人与前海创梦、公司于 2018 年 5 月 10 日 签署的《独家购买权协议》以及本人与前海创梦、公司于 2018 年 5 月 10 日 签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of myself, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

All the actions associated with My Shareholding conducted by the Designee shall be deemed as actions conducted by myself, and all the documents shall be deemed to be executed by me, all of which I hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本人或获得本人的同意。如果中国法律有要求，前海创梦应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本人其将本授权委托书的权利转让给第三方，本人将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的

其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies me in writing that it assigns its rights under this Power of Attorney to a third party, I will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本人在此确认、承诺及保证，如本人发生死亡、丧失行为能力或发生任何可能影响本人行使在公司的股东权利的情形，本人的继承人、监护人或者任何其他有权对本人持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本人在本授权委托书下的所有权利与义务。

I hereby confirm, covenant and undertake that, if I suffer from death, incapacity or in any other events that my exercising of Shareholder's Rights in the Company will be affected, my inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by me will be deemed as executing party to this Power of Attorney and inherit all my rights and obligations under this Power of Attorney.

本人确认本人配偶知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股权是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股权，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的内资企业股权为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

I confirm that my spouse is aware of the Transaction Documents and this Power of Attorney as executed by me; my spouse and I agree that My Shareholding is my personal property and does not constitute joint property of my spouse and me; my spouse agrees that I have the right to handle My Shareholding at my sole discretion without consent of my spouse and to enjoy the rights and perform the obligations under the Transaction Documents and this Power of Attorney by myself. If my spouse and I get divorced, the equity interest in the Domestic Company held by me is my personal property and does not constitute the joint property of my spouse and me, and I will take measures to ensure the performance of the Transaction Documents and this Power of Attorney and will not take any actions in violation of the Transaction Documents and this Power of Attorney.

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围内的权利。

I undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, I undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. I undertake that, without prior written consent of Qianhai iDream, I will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for me or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本人作为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either I or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when

awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either I or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by myself or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给前海创梦的与本人股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by myself.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

雷俊文
Junwen, LEI

签字:
By: _____



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本人，苏萌，中国公民，身份证号码为 610102197805183590，于 2018 年 5 月 10 日 签署本授权委托书，本授权委托书自签署之日起生效。本人在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.7943% 的股权。

I, Meng, SU, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 610102197805183590, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. I am a holder of 0.7943% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本人现时和将来持有的公司的股权（下称“本人股权”），本人特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本人唯一的排他的代理人代表本人行使相关法律法规及公司章程就本人股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by me now and will be held by me in the future (“My Shareholding”), I hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent me to exercise all rights concerning My Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as my sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本人的名义，代表本人以股东身份签署及交付任何书面决议；
Representing me in executing and delivering any written resolution as a shareholder on my behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;
- (e) 出售、转让、质押或以其他方式处分本人在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity

interests in the Company held by me;

- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本人同意并承诺，若公司出现解散、清算的情形，首先，前海创梦和/或其授权人士有权代表本人行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本人同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本人进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。

I hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on my behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, I agree to transfer total assets that I should acquire and have acquired as a shareholder of the Company during corporate dissolution and liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then

applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, I further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本人在此进一步同意并承诺：
I hereby further agree and covenant:

受托人有权代表本人签署本人与前海创梦、公司于 2018 年 5 月 10 日 签署的《独家购买权协议》以及本人与前海创梦、公司于 2018 年 5 月 10 日 签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of myself, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

All the actions associated with My Shareholding conducted by the Designee shall be deemed as actions conducted by myself, and all the documents shall be deemed to be executed by me, all of which I hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本人或获得本人的同意。如果中国法律有要求，前海创梦应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本人其将本授权委托书的权利转让给第三方，本人将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies me in writing that it assigns its rights under this Power of Attorney to a third party, I will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本人在此确认、承诺及保证，如本人发生死亡、丧失行为能力或发生任何可能影响本人行使在公司的股东权利的情形，本人的继承人、监护人或者任何其他有权对本人持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本人在本授权委托书下的所有权利与义务。

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I undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, I undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. I undertake that, without prior written consent of Qianhai iDream, I will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for me or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本人为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either I or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate

conditions, either I or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by myself or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给前海创梦的与本人股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by myself.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney

苏萌
Meng, SU

签字:
By: _____



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power
of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，横琴创梦永泰股权投资企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为珠海市横琴新区宝华路6号105室-11298，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）3.2349%的股权。

We, Hengqin iDream Yongtai Equity Investment Enterprise(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 105-11298, No.6, Baohua Road, Hengqin New District, Zhuhai, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 3.2349% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《独家购买权协议》以及本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney

横琴创梦永泰股权投资企业（有限合伙）（章）
Hengqin iDream Yongtai Equity Investment Enterprise(Limited Partnership)
(seal)



签字:

By: _____



姓名：雷俊文

Name: Junwen, LEI

职位：授权代表

Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



授权委托书

Power of Attorney

本企业，横琴联享同辉股权投资企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为珠海市横琴新区宝华路6号105室-12322，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）1.4536%的股权。

We, Hengqin Lianxiang Tonghui Equity Investment Enterprise(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 105-12322, No.6, Baohua Road, Hengqin New District, Zhuhai, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 1.4536% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《独家购买权协议》以及本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

横琴联享同辉股权投资企业（有限合伙）（章）
Hengqin Lianxiang Tonghui Equity Investment Enterprise(Limited Partnership)
(seal)



签字： 黄毅
By: _____
姓名：
Name:
职位： 授权代表
Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，上海大咖投资管理合伙企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为中国(上海)自由贸易试验区富特北路 211 号 302 部位 368 室，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.3634%的股权。

We, Shanghai Daka Investment Management Partnership(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 368, Part 302, No. 211, Fute North Road, China (Shanghai) Pilot Free Trade Zone, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 0.3634% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

上海大咖投资管理合伙企业(有限合伙)(章)
Shanghai Daka Investment Management Partnership(Limited Partnership)
(seal)



签字:
By: _____
姓名:
Name:
职位: 授权代表
Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，横琴新余创梦投资中心（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为珠海市横琴新区宝华路6号105室-12321，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）1.0902%的股权。

We, Hengqin Xinyu iDream Investment Center(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 105 -12321, No.6, Baohua Road, Hengqin New District, Zhuhai, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 1.0902% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
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liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

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- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
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Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

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本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

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本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

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授权委托书签字页
Signature page of this Power of Attorney

横琴新余创梦投资中心（有限合伙）（章）
Hengqin Xinyu iDream Investment Center(Limited Partnership):(seal)



签字：
By: _____
姓名：
Name:
职位：授权代表
Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



授权委托书

Power of Attorney

本企业，深圳市达晨创丰股权投资企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为深圳市福田区莲花街道深南大道特区报业大厦东区 23 层，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.9085% 的股权。

We, Shenzhen Dachen Chuangfeng Equity Investment Enterprise(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Floor 23, Eastern District, Newspaper Building, Shennan Avenue, Lotus Street, Futian District, Shenzhen, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 0.9085% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

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[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

本页为深圳市达晨创丰股权投资企业（有限合伙）授权深圳市前海创梦科技有限公司代行深圳市创梦天地科技有限公司股东权利的授权委托书签字页

深圳市达晨创丰股权投资企业（有限合伙）（章）
ShenzhenDachen Chuangfeng Equity Investment Enterprise
(Limited Partnership)(seal)

签字:

By: _____

姓名:

Name:

职位: 授权代表

Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，嘉兴诺新投资合伙企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为浙江省嘉兴市南湖区南江路 1856 号基金小镇 3 号楼 107 室-53，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.4906%的股权。

We, Jiaxing Nuoxin Investment Partnership(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 107-53, Building 3, Fund Town, No. 1856, Nanjiang Road, Nanhu District, Jiaxing, Zhejiang, executes this Power of Attorney on May 10,2018, effective as of the date hereof. We are a holder of 0.4906% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney

嘉兴诺新投资合伙企业(有限合伙)(章)
Jiaxing Nuoxin Investment Partnership(Limited Partnership) (seal)



签字: _____
By: 周杰俊
姓名: _____
Name: _____
职位: 授权代表
Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，嘉兴亚明投资合伙企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为浙江省嘉兴市南湖区南江路 1856 号基金小镇 3 号楼 107 室-52，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）1.3265% 的股权。

We, Jiaxing Yaming Investment Partnership(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 107-52, Building 3, Fund Town, No. 1856, Nanjiang Road, Nanhu District, Jiaxing, Zhejiang, executes this Power of Attorney on May 10,2018, effective as of the date hereof. We are a holder of 1.3265% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

嘉兴亚明投资合伙企业（有限合伙）（章）
Jiaxing Yaming Investment Partnership(Limited Partnership) (seal)

签字：
By: _____
姓名： 
Name:
职位： 授权代表
Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



授权委托书

Power of Attorney

本企业，上海毓厚投资中心（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为浦东新区南汇新城镇环湖西二路 888 号 2 幢 1 区 24057 室，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）1.8171% 的股权。

We, Shanghai Yuhou Investment Center(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 24057, Block 1, Building 2, No. 888, Huxi Second Road, Nanhui New Town, Pudong New District, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 1.8171% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

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中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

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We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

上海毓厚投资中心（有限合伙）（章）
Shanghai Yuhou Investment Center(Limited Partnership) (seal)



签字:

By: _____

姓名:

Name:

职位: 授权代表

Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，锐普乐华（天津）投资中心（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为天津自贸区(东疆保税港区)洛阳道 601 号海丰物流园 7-2-2-105，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）3.5650%的股权。

We, Ruipu Lehua (Tianjin) Investment Center(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Haifeng Logistics Park 7-2-2-105, No. 601, Luoyang Avenue, Tianjin Free Trade Zone (Dongjiang Bonded Port Area), executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 3.5650% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

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We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

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During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

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授权委托书签字页
Signature page of this Power of Attorney

锐普乐华(天津)投资中心(有限合伙)(章)
Ruipu Lehua (Tianjin) Investment Center(Limited Partnership) (seal)



签字:
By: _____

姓名:
Name:

职位: 授权代表
Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，宁波梅山保税港区筑梦同辉投资管理合伙企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为宁波市北仑区梅山盐场1号办公楼十一号1776室，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）2.3567%的股权。

We, Ningbo Meishan Free Trade Zone iDream Tonghui Investment Management Partnership(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 1776, No.11, No.1 Office Building, Meishan Saltern, Beilun District, Ningbo, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 2.3567% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

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授权委托书签字页
Signature page of this Power of Attorney

宁波梅山保税港区筑梦同辉投资管理合伙企业（有限合伙）（章）
Ningbo Meishan Free Trade Zone iDream Tonghui Investment Management
Partnership(Limited Partnership) (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 授权代表

Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



授权委托书

Power of Attorney

本企业，瓴泰添富（天津）资产管理中心（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为天津生态城动漫中路 482 号创智大厦 1-103-16，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）1.4536%的股权。

We, Lingtai Tianfu (Tianjin) Asset Management Center(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at No. 1-103-16, Chuangzhi Building, No. 482, Anime Middle Road, Ecological City, Tianjin, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 1.4536% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney

瓴泰添富（天津）资产管理中心（有限合伙）（章）
Lingtai Tianfu (Tianjin) Asset Management Center(Limited Partnership) (seal)



签字:

By: _____

姓名:

Name:

职位: 授权代表

Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，珠海横琴普斯股权投资企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为珠海市横琴新区宝华路6号105室-10983，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）3.8367%的股权。

We, Zhuhai Hengqin Pusi Equity Investment Enterprise(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 105-10983, No.6, Baohua Road, Hengqin New District, Zhuhai, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 3.8367% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

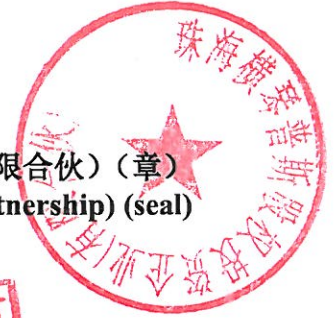
This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney

珠海横琴普斯股权投资企业（有限合伙）（章）
Zhuhai Hengqin Pusi Equity Investment Enterprise (Limited Partnership) (seal)



签字:

By: _____

姓名:

Name:

职位: 授权代表

Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，新余金益投资管理中心（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为江西省新余市渝水区站前西路延伸段 1160 号，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.9085% 的股权。

We, Xinyu Jinyi Investment Management Center(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at No. 1160, Extension of West Zhanqian Road, Yushui District, Xinyu, Jiangxi, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 0.9085% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

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Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

新余金益投资管理中心（有限合伙）（章）
Xinyu Jinyi Investment Management Center(Limited Partnership) (seal)



签字:

By: _____

姓名:

Name:

职位: 授权代表

Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，达孜研悦管理咨询有限公司，一家依照中国法律设立和存在的有限责任公司，地址为西藏拉萨市达孜工业园区管理委员会办公楼，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）2.6565%的股权。

We, Dazi Yanyue Management Consultation Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Office Building, Management Committee, Dazi Industrial Park, Lhasa, Tibet, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 2.6565% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and liquidation to Qianhai iDream or its designated person without

consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：

We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《独家购买权协议》以及本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知

本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

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We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

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During the period that we are a shareholder of the Company, this Power of

Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights

associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

达孜研悦管理咨询有限公司（章）
Dazi Yanyue Management Consultation Co., Ltd. (seal)



签字: _____
By: _____
姓名: 毛昌民
Name: Changmin, MAO
职位: 法定代表人
Title: Legal Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，横琴创梦瑞通股权投资企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为珠海市横琴新区宝华路6号105室-11299，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）2.6489%的股权。

We, Hengqin iDream Ruitong Equity Investment Enterprise(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 105-11299, No.6, Baohua Road, Hengqin New District, Zhuhai, executes this Power of Attorney on May 10,2018, effective as of the date hereof. We are a holder of 2.6489% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：

We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

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授权委托书签字页
Signature page of this Power of Attorney

横琴创梦瑞通股权投资企业（有限合伙）（章）
Hengqin iDream Ruitong Equity Investment Enterprise(Limited Partnership)
(seal)



签字:

By: _____

姓名: 张衡

Name: Heng, ZHANG

职位: 授权代表

Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，无锡创梦投资合伙企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为无锡市蠡湖大道 2009 号，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.5451% 的股权。

We, Wuxi iDream Investment Partnership(Limited Partnership)(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at No. 2009, Lihu Avenue, Wuxi, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 0.5451% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets

aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：

We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《独家购买权协议》以及本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创

梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of

Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream

through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

无锡创梦投资合伙企业（有限合伙）（章）
Wuxi iDream Investment Partnership(Limited Partnership) (seal)

签字：
By:
姓名：
Name:
职位：授权代表
Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本人，郭远祥，中国公民，身份证号码为 43102719871015001X，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本人在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）1.1659% 的股权。

I, Yuanxiang, GUO, a People's Republic of China (“China” or the “PRC”) citizen with PRC Identification Card No.: 43102719871015001X, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. I am a holder of 1.1659% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本人现时和将来持有的公司的股权（下称“本人股权”），本人特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本人唯一的排他的代理人代表本人行使相关法律法规及公司章程就本人股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by me now and will be held by me in the future (“My Shareholding”), I hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent me to exercise all rights concerning My Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as my sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本人的名义，代表本人以股东身份签署及交付任何书面决议；
Representing me in executing and delivering any written resolution as a shareholder on my behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;
- (e) 出售、转让、质押或以其他方式处分本人在公司的任何或全部股权；

Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by me;

- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;

- (k) 本人同意并承诺，若公司出现解散、清算的情形，首先，前海创梦和/或其授权人士有权代表本人行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本人同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本人进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。

I hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on my behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, I agree to transfer total assets that I should acquire and have acquired as a shareholder of the Company during corporate dissolution and liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in

case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, I further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本人在此进一步同意并承诺：
I hereby further agree and covenant:

受托人有权代表本人签署本人与前海创梦、公司于 2018 年 5 月 10 日签署的《独家购买权协议》以及本人与前海创梦、公司于 2018 年 5 月 10 日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本人签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of myself, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among myself, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本人股权的一切行为均视为本人的行为，签署的一切文件均视为本人签署，本人会予以承认。

All the actions associated with My Shareholding conducted by the Designee shall be deemed as actions conducted by myself, and all the documents shall be deemed to be executed by me, all of which I hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本人或获得本人的同意。如果中国法律有要求，前海创梦应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本人其将本授权委托书的权利转让给第三方，本人将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的

其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to me or obtaining my consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies me in writing that it assigns its rights under this Power of Attorney to a third party, I will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本人在此确认、承诺及保证，如本人发生死亡、丧失行为能力或发生任何可能影响本人行使在公司的股东权利的情形，本人的继承人、监护人或者任何其他有权对本人持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本人在本授权委托书下的所有权利与义务。

I hereby confirm, covenant and undertake that, if I suffer from death, incapacity or in any other events that my exercising of Shareholder's Rights in the Company will be affected, my inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by me will be deemed as executing party to this Power of Attorney and inherit all my rights and obligations under this Power of Attorney.

本人确认本人配偶知晓本人签署的交易文件和本《授权委托书》；本人和本人配偶同意本人股权是本人的个人财产，不构成本人与本人配偶的共同财产；本人配偶同意本人有权无需与本人配偶之同意独自处理本人股权，有权独自享有和履行本人在交易文件和本《授权委托书》项下的权利和义务。如果出现本人和本人配偶离婚的情形，本人持有的内资企业股权为本人的个人财产，不构成本人与本人配偶的共同财产，本人将采取措施保证交易文件和本《授权委托书》和履行，不会采取任何违反交易文件和本《授权委托书》的行为。

I confirm that my spouse is aware of the Transaction Documents and this Power of Attorney as executed by me; my spouse and I agree that My Shareholding is my personal property and does not constitute joint property of my spouse and me; my spouse agrees that I have the right to handle My Shareholding at my sole discretion without consent of my spouse and to enjoy the rights and perform the obligations under the Transaction Documents and this Power of Attorney by myself. If my spouse and I get divorced, the equity interest in the Domestic Company held by me is my personal property and does not constitute the joint property of my spouse and me, and I will take measures to ensure the performance of the Transaction Documents and this Power of Attorney and will not take any actions in violation of the Transaction Documents and this Power of Attorney.

本人承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本人承诺未经前海创梦事先书面同意，本人不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本人或其他非独立或可能引致利益冲突的人士行使本授权委托书范

围内的权利。

I undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, I undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. I undertake that, without prior written consent of Qianhai iDream, I will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for me or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本人为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that I am a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本人及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either I or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when

awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either I or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by myself or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本人特此放弃已经通过本授权委托书授权给前海创梦的与本人股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, I hereby waive all the rights associated with My Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by myself.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

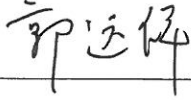
This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney

郭远祥
Yuanxiang, GUO

签字: 
By: _____

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，林芝永进信息科技有限公司，一家依照中国法律设立和存在的有限责任公司，地址为西藏林芝市巴宜区八一镇林芝市生特科技产业园201-3，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）23.4528%的股权。

We, Linzhi Yongjin Information Technology Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 201-3, Nyingchi Health and Technology Industrial Park, Bayi Town, Bayi District, Nyingchi, Tibet, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 23.4528% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd.. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

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We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and not to use any information obtained from the Company to take any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

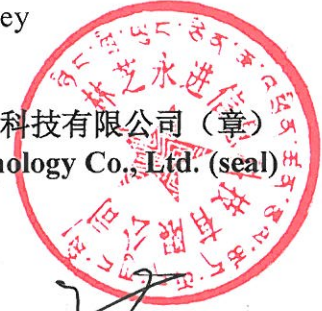
This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.


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授权委托书签字页
Signature page of this Power of Attorney

林芝永进信息科技有限公司 (章)
Linzhi Yongjin Information Technology Co., Ltd. (seal)



签字:
By: 
姓名: 陶蕾
Name: Lei, TAO
职位: 法定代表人
Title: Legal Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，宁波梅山保税港区资恒投资管理合伙企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为北仑区梅山盐场1号办公楼十一号1759室，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）1.2458%的股权。

We, Ningbo Meishan Free Trade Zone Ziheng Investment Management Partnership(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 1759, No.11, No.1 Office Building, Meishan Saltern, Beilun District, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 1.2458% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

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We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream / Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream /Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

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授权委托书签字页
Signature page of this Power of Attorney

宁波梅山保税港区资恒投资管理合伙企业（有限合伙）（章）
Ningbo Meishan Free Trade Zone Ziheng Investment Management
Partnership(Limited Partnership) (seal)



签字:

By: _____

姓名: 雷俊文

Name: Junwen, LEI

职位: 授权代表

Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，宁波梅山保税港区梦维兴投资管理合伙企业（有限合伙）（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为北仑区梅山盐场 1 号办公楼十一号 1778 室，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）1.6494% 的股权。

We, Ningbo Meishan Free Trade Zone Mengweixing Investment Management Partnership(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 1778, No.11, No.1 Office Building, Meishan Saltern, Beilun District, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 1.6494% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

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授权委托书签字页
Signature page of this Power of Attorney

宁波梅山保税港区梦维兴投资管理合伙企业（有限合伙）（章）
Ningbo Meishan Free Trade Zone Mengweixing Investment Management
Partnership (Limited Partnership) (seal)



签字:

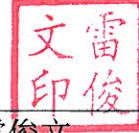
By: _____

姓名: 雷俊文

Name: Junwen, LEI

职位: 授权代表

Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，新余顺熙投资管理中心（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为江西省新余市渝水区站前西路延伸段 1160 号，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）3.1176% 的股权。

We, Xinyu Shunxi Investment Management Center(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at No. 1160, Extension of West Zhanqian Road, Yushui District, Xinyu, Jiangxi, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 3.1176% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney

新余顺熙投资管理中心（有限合伙）（章）
Xinyu Shunxi Investment Management Center(Limited Partnership) (seal)

签字:

By: _____

姓名:

Name:

职位: 授权代表

Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power
of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



授权委托书

Power of Attorney

本企业，北京京福锐进投资管理中心（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为北京市海淀区四季青镇颐和园西门路玉东园-3，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）2.4941%的股权。

We, Beijing Jingfu Ruijin Investment Management Center(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at No. 3, Yudong Park, West Gate Road, Summer Palace, Sijiqing Town, Haidian District, Beijing, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 2.4941% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

北京京福锐进投资管理中心（有限合伙）（章）
Beijing Jingfu Ruijin Investment Management Center(Limited Partnership)
(seal)



签字: _____
By: _____
姓名: _____

Name:
职位: 授权代表
Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，刚泰集团有限公司，一家依照中国法律设立和存在的有限责任公司，地址为上海市浦东新区申港大道 88 号 1001 室，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）2.4941 % 的股权。

We, Gangtai Group Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at Room 1001, No. 88, Shengang Avenue, Pudong New District, Shanghai, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 2.4941% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets

aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：

We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《独家购买权协议》以及本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创

梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

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We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of

Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream

through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

本页为刚泰集团有限公司授权深圳市前海创梦科技有限公司代行深圳市创梦天地科技有限公司股东权利的授权委托书签字页


刚泰集团有限公司 (章)
Gangtai Group Co., Ltd.(seal)
签字: 
By: _____

姓名: 徐建刚

Name: Jiangang, XV
职位: 法定代表人
Title: Legal Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，上海檀英投资合伙企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为上海市青浦区五库浜路 201 号 5 幢二层 E 区 238 室，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.9353% 的股权。

We, Shanghai Tanying Investment Partnership(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 238, Square E, Floor 2, Building 5, No.201, Wushebang Road, Qingpu District, Shanghai, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 0.9353% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

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授权委托书签字页
Signature page of this Power of Attorney

上海檀英投资合伙企业（有限合伙）（章）
Shanghai Tanying Investment Partnership(Limited Partnership) (seal)



签字:

By: _____

姓名:

Name:

职位: 授权代表

Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，浙江义乌乐晓投资合伙企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为浙江省义乌市福田街道商城大道 L33 号，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.9353% 的股权。

We, Zhejiang Yiwu Lexiao Investment Partnership(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at No. L33, Mall Avenue, Futian Street, Yiwu, Zhejiang, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 0.9353% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney

浙江义乌乐晓投资合伙企业（有限合伙）（章）
Zhejiang Yiwu Lexiao Investment Partnership(Limited Partnership) (seal)



签字: 
By: _____
姓名: _____
Name: _____
职位: 授权代表
Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，万丰锦源控股集团有限公司，一家依照中国法律设立和存在的有限责任公司，地址为中国（上海）自由贸易试验区源深路 235 号，于 2018 年 5 月 10 日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.3741% 的股权。

We, Wanfeng Jinyuan Holding Group Co., Ltd., a limited liability company organized and existing under the laws of the PRC, with its address at No. 235, Yuanshen Road, China (Shanghai) Pilot Free Trade Zone, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 0.3741% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and liquidation to Qianhai iDream or its designated person without

consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：

We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《独家购买权协议》以及本企业与前海创梦、公司于 2018 年 5 月 10 日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知

本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of

Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights

associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

[以下无正文]

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授权委托书签字页
Signature page of this Power of Attorney

万丰锦源控股集团有限公司（章）
Wanfeng Jinyuan Holding Group Co., Ltd. (seal)



签字:

By: _____

姓名: 陈爱莲

Name: Ailian, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，深圳新润创投资中心（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为深圳市前海深港合作区前湾一路1号A栋201室，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）1.8706%的股权。

We, Shenzhen Xinrunchuang Investment Center(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 201, Building A, No.1, Qianwan 1st Road, Shenzhen-Hong Kong Cooperation Zone, Qianhai District, Shenzhen, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 1.8706% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：

We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

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本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

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授权委托书签字页
Signature page of this Power of Attorney

深圳新润创投资中心（有限合伙）（章）
Shenzhen Xinrunchuang Investment Center(Limited Partnership) (seal)



签字: 张晗
By: 张晗
姓名: 张晗
Name:
职位: 授权代表
Title: Authorized Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power
of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative



深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，宁波梅山保税港区逐梦并进投资管理合伙企业（有限合伙），一家依照中国法律设立和存在的有限合伙企业，地址为北仑区梅山盐场1号办公楼十一号1774室，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.2444%的股权。

We, Ningbo Meishan Free Trade Zone iDream Bingjin Investment Management Partnership(Limited Partnership), a limited partnership organized and existing under the laws of the PRC, with its address at Room 1774, No.11, No.1 Office Building, Meishan Saltern, Beilun District, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 0.2444% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd (“Qianhai iDream” , including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

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授权委托书签字页
Signature page of this Power of Attorney

宁波梅山保税港区逐梦并进投资管理合伙企业（有限合伙）（章）
Ningbo Meishan Free Trade Zone iDream Bingjin Investment Management
Partnership(Limited Partnership) (seal)



签字:

By: _____

姓名: 雷俊文

Name: Junwen, LEI

职位: 授权代表

Title: Authorized Representative



深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

授权委托书

Power of Attorney

本企业，麦盖提刀郎庄园新农业股份有限公司，一家依照中国法律设立和存在的有限责任公司，地址为新疆喀什地区麦盖提县希依提墩乡希依提墩村，于2018年5月10日签署本授权委托书，本授权委托书自签署之日起生效。本企业在本授权委托书签署之日拥有深圳市创梦天地科技有限公司（“公司”）0.2494%的股权。

We, Maigaiti Daolang Manor New Agriculture Inc., a limited liability company organized and existing under the laws of the PRC, with its address at Xiyitidun Village, Xiyitidun Town, Maigaiti County, Kashgar Area, Xinjiang, executes this Power of Attorney on May 10, 2018, effective as of the date hereof. We are a holder of 0.2494% of the equity interests in Shenzhen iDreamSky Technology Co., Ltd. (the “Company”).

就本企业现时和将来持有的公司的股权（下称“本企业股权”），本企业特此不可撤销地授权深圳市前海创梦科技有限公司（下称“前海创梦”，以及其继任者或取代前海创梦的清算人，如涉及）或其自主决定指定的人（包括但不限于前海创梦的董事）（下称“受托人”）在本授权委托书的有效期限内作为本企业唯一的排他的代理人代表本企业行使相关法律法规及公司章程就本企业股权而享有的一切权利，包括但不限于如下权利（合称为“股东权利”）：

For the equity interests in the Company that are held by us now and will be held by us in the future (“Our Shareholding”), we hereby irrevocably authorize Shenzhen Qianhai iDream Technology Co., Ltd. (“Qianhai iDream”, including its successors and liquidator in replacement of Qianhai iDream, if applicable) or its designee(s) to be appointed by it at its sole discretion (including without limitation any director of Qianhai iDream) (the “Designee”) to represent us to exercise all rights concerning Our Shareholding under applicable laws, regulations and the articles of association of the Company during the term of this Power of Attorney as our sole exclusive agent, including without limitation the following rights (collectively, the “Shareholder’s Rights”):

- (a) 提议召开、召集及参加公司股东会；
Proposing to convene and attend shareholders’ meeting of the Company;
- (b) 接收任何关于股东会召开和相关议事程序的通知；
Receiving any notice of the convening the shareholders’ meeting and related discussion procedure;
- (c) 以本企业的名义，代表本企业以股东身份签署及交付任何书面决议；
Representing us in executing and delivering any written resolution as a shareholder on our behalf;
- (d) 亲自或委派代表就股东会讨论的任何事项（包括但不限于出售、转让、抵押、质押或处置公司的任何或全部资产）进行投票表决；
Voting on any matters discussed in the shareholders’ meeting (including without limitation sale, transfer, mortgage, pledge or disposal of any or all

assets of the Company) personally or by proxy;

- (e) 出售、转让、质押或以其他方式处分本企业在公司的任何或全部股权；
Selling, transferring, pledging or otherwise disposing of any or all equity interests in the Company held by us;
- (f) 提名、选举、指定或任免公司的法定代表人、董事、总经理、财务总监、监事及其他高级管理人员；
Nominating, electing, designating or appointing and removing the legal representative, directors, general manager, chief financial officer, supervisors and other senior officers of the Company;
- (g) 监督公司的经营绩效，批准公司年度预算或宣布分红，以及在任何时候查阅公司的财务信息；
Supervising the operating performance of the Company, approving annual budget of the Company or declaring dividends, and inspecting financial information of the Company at any time;
- (h) 以股东的名义、代表股东签署及交付任何书面决议和会议记录；
Representing a shareholder to execute and deliver any written resolutions and minutes on behalf of the shareholders;
- (i) 批准公司向政府主管机关递交任何登记文件；
Approving the Company to submit any registration documents to competent government authorities;
- (j) 代表股东就公司的清算事宜行使表决权；
Representing the shareholders to exercise voting rights with regards to the liquidation matters of the Company;
- (k) 本企业同意并承诺，若公司出现解散、清算等情形，首先，前海创梦和/或其授权人士有权代表本企业行使一切公司股东权利，包括但不限于决定对公司进行解散清算、指定和委派公司的清算组成员和/或其代理人、批准清算方案和清算报告；其次，本企业同意将作为公司的股东因公司解散、清算应得及取得的全部财产无偿转让给前海创梦或其指定的其他人士，并指示公司清算组将前述财产直接交付予前海创梦和/或其指定的其他人士；再次，如果按照届时有效的中国法律，前述所称转让须为有偿，除有偿转让和指示直接交付以外，本企业进一步同意将转让对价以适当方式足额返还予前海创梦和/或其指定的其他人士，保证前海创梦和/或其指定的其他人士不受任何损失。
We hereby agree and undertake that, in the event of dissolution or liquidation of the Company, firstly, Qianhai iDream and/or its authorized person is entitled to all the shareholder's rights on our behalf, including but not limited to making resolutions on any dissolution or liquidation of the Company, appointing and delegating members of the liquidation group and/or their proxy, approving liquidation plan and liquidation report; secondly, We agree to transfer total assets that We should acquire and have acquired as a shareholder of the Company during corporate dissolution and

liquidation to Qianhai iDream or its designated person without consideration, and direct the liquidation group to directly deliver the assets aforementioned to Qianhai iDream and/or its designated person; thirdly, in case the aforementioned transfer shall include consideration under the then applicable PRC laws, apart from transfer with consideration and direct delivery of the assets, We further agree to return the consideration in full amount to Qianhai iDream and/or its designated person in an appropriate way to ensure that Qianhai iDream and/or its designated person would not suffer any losses.

- (l) 当公司的董事或管理人员的行为损害公司或其股东利益时，对该等董事或管理人员提起股东诉讼或采取其他法律行为；
When the directors or managers of the Company act in a manner harming the interests of the Company or its shareholders, filing a lawsuit against such directors or managers as a shareholder or taking other legal actions;
- (m) 批准修改公司章程；和
Approving amendments to the articles of association of the Company; and
- (n) 公司的章程或相关法律法规赋予股东的任何其他权利。
Any other rights vested in the shareholder by the articles of association of the Company or relevant laws and regulations.

本企业在此进一步同意并承诺：
We hereby further agree and covenant:

受托人有权代表本企业签署本企业与前海创梦、公司于2018年5月10日签署的《独家购买权协议》以及本企业与前海创梦、公司于2018年5月10日签署的《股权质押协议》（包括上述文件的修改、修订或重述，合称“交易文件”）中约定的需由本企业签署的所有文件，如期履行交易文件，该权利的行使将不对本授权形成任何限制。

The Designee shall have the power and authority to, on behalf of ourselves, execute all the documents I shall sign as stipulated in the Exclusive Option Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 and the Equity Interest Pledge Agreement entered into by and among ourselves, Qianhai iDream, the Company on May 10, 2018 (including any modification, amendment and restatement thereto, collectively the “Transaction Documents”), and perform the terms of the Transaction Documents. The exercise of these rights shall not constitute any restriction on the granting of rights hereunder.

受托人就本企业股权的一切行为均视为本企业的行为，签署的一切文件均视为本企业签署，本企业会予以承认。

All the actions associated with Our Shareholding conducted by the Designee shall be deemed as actions conducted by ourselves, and all the documents shall be deemed to be executed by us, all of which we hereby acknowledge and ratify.

前海创梦有转委托权，可以就上述事项的办理自行再委托其他人或单位而不必事先通知本企业或获得本企业的同意。如果中国法律有要求，前海创梦应指派

中国法律允许的中国公民或其他人或单位行使上述权利。一旦前海创梦书面通知本企业其将本授权委托书的权利转让给第三方，本企业将立即收回在此向前海创梦做出的委托和授权，并立即签署与本授权委托书格式相同的委托书，对前海创梦提名的其他人作出与本授权委托书内容相同的授权和委托。

Qianhai iDream is entitled to re-authorize or assign its rights related to the aforesaid matters to any other person or entity at its own discretion and without giving prior notice to us or obtaining our consent. If required by PRC laws, Qianhai iDream shall designate a PRC citizen or other person or entities to exercise the aforementioned rights. Once Qianhai iDream notifies us in writing that it assigns its rights under this Power of Attorney to a third party, we will immediately withdraw the entrustment and authorization to Qianhai iDream herein and immediately execute a power of attorney with the same form as this Power of Attorney to make the same authorization and entrustment as this Power of Attorney to other persons nominated by Qianhai iDream.

本企业在此确认、承诺及保证，如本企业发生死亡、丧失行为能力或发生任何可能影响本企业行使在公司的股东权利的情形，本企业的继承人、监护人或者任何其他有权对本企业持有的公司之股权主张权利或者利益的其他人将被视为本授权委托书的签署方，继承本企业在本授权委托书下的所有权利与义务。

We hereby confirm, covenant and undertake that, if we suffer from death, incapacity or in any other events that our exercising of Shareholder's Rights in the Company will be affected, our inheritor, guardians or any other person entitled to claim rights or interests in the equity interests in the Company held by us will be deemed as executing party to this Power of Attorney and inherit all our rights and obligations under this Power of Attorney.

本企业承诺不会从事任何违反交易文件和本《授权委托书》的目的或意图的行为，不从事任何可能引起前海创梦和公司或其子公司利益冲突的行为或者不作为；如果产生利益冲突，应支持前海创梦的合法权益并履行前海创梦要求的合理行为。本企业承诺未经前海创梦事先书面同意，本企业不会使用从公司获得的信息从事任何与公司或其关联公司业务竞争或可能竞争的业务。为免疑问，本授权委托书不应视作为授权本企业或其他非独立或可能引致利益冲突的人士行使本授权委托书范围内的权利。

We undertake not to take any action in violation of the purpose or intent of the Transaction Documents and this Power of Attorney, and to refrain from any action or omission that may cause the conflict of interests between Qianhai iDream and the Company or its subsidiaries; in the case of conflict of interests, we undertake to support the lawful interests of Qianhai iDream and perform actions reasonably required by Qianhai iDream. We undertake that, without prior written consent of Qianhai iDream, we will not use the information acquired from the Company to engage in any business in competition or possible competition with the business of the Company or its affiliated companies. For the avoidance of doubt, this Power of Attorney shall not be considered an authorization for us or other non-independent persons or persons that may cause conflicts of interest to exercise the rights conferred by this Power of Attorney.

在本企业为公司的股东期间，本授权委托书不可撤销并持续有效，自授权委托书签署之日起算。

During the period that we are a shareholder of the Company, this Power of Attorney is irrevocable and remains effective from the date of signing of this Power of Attorney.

凡因解释和履行本授权委托书而发生的任何争议，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方均可将有关争议提交给华南国际经济贸易仲裁委员会，由该会按照其在届时有效的仲裁程序和规则仲裁解决。仲裁应在深圳进行。仲裁裁决是终局性的，对各方均有约束力。在中国法律允许及适当情况下，仲裁庭可以给予任何救济，包括临时性的和永久性的禁令救济（如商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对公司的股权或资产的救济措施和责令公司进行清算的裁决。在中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和公司主要资产所在地的法院均应被视为具有管辖权。仲裁期间，除本企业及前海创梦或其自主决定指定的人（包括其继任者，包括取代前海创梦的清算人，如涉及）任何一方有争议且在仲裁的部分外，本授权委托书应持续有效。

In the event of any dispute with respect to the construction and performance of this Power of Attorney, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may submit the relevant dispute to the South China International Economic and Trade Arbitration Commission for arbitration, in accordance with its Arbitration Rules and procedures in effect at the time. The arbitration shall be conducted in Shenzhen. The arbitration award shall be final and binding on all parties. To the extent permitted by PRC laws, the arbitration tribunal may award any remedies, including preliminary and permanent injunctive relief (such as injunction against carrying out business activities, or mandating the transfer of assets), specific performance of contractual obligations, remedies concerning the equity interest or assets of the Company and awards ordering the winding up of the Company. To the extent permitted by PRC laws, when awaiting the formation of the arbitration tribunal or otherwise under appropriate conditions, either we or Qianhai iDream/ Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable) may seek and the Court with competent authority shall have power to grant, preliminary injunctive relief or other interlocutory remedies from a court with competent jurisdiction to facilitate the arbitration. Without violating the applicable governing laws, the courts of Hong Kong, Cayman Islands, China and the place where the principal assets of the Company are located shall all be deemed to have competent jurisdiction. During the arbitration, except for the matters under dispute and contested by ourselves or Qianhai iDream/Qianhai iDream's designee(s) to be appointed by it at its sole discretion (including its successors and liquidator in replacement of Qianhai iDream, if applicable), this Power of Attorney shall remain effective.

本授权委托书期间，本企业特此放弃已经通过本授权委托书授权给前海创梦的与本企业股权有关的所有权利，不再自行行使该等权利。

During the term of this Power of Attorney, we hereby waive all the rights associated with Our Shareholding, which have been authorized to Qianhai iDream through this Power of Attorney, and shall not exercise such rights by ourselves.

本授权委托书以中文和英文书就。如中英文版本存在冲突，应以中文版本为准。

This Power of Attorney is written in Chinese and English. In the case of any conflicts between Chinese version and English version, the Chinese version shall prevail.

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授权委托书签字页
Signature page of this Power of Attorney



麦盖提刀郎庄园新农业股份有限公司 (章)
Maigaiti Daolang Manor New Agriculture Inc. (seal)



签字:

By: _____

姓名: 张晓斌

Name: Xiaobin, ZHANG

职位: 法定代表人

Title: Legal Representative

深圳市前海创梦科技有限公司特此同意和接受本授权委托书：
Shenzhen Qianhai iDream Technology Co., Ltd. hereby agrees and accepts this Power
of Attorney:

深圳市前海创梦科技有限公司 (章) 
Shenzhen Qianhai iDream Technology Co., Ltd. (seal)

签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative

深圳市创梦天地科技有限公司特此同意和承认本授权委托书：
Shenzhen iDreamSky Technology Co., Ltd. hereby agrees and acknowledges this
Power of Attorney:

深圳市创梦天地科技有限公司（章）
Shenzhen iDreamSky Technology Co., Ltd. (seal)



签字:

By: _____

姓名: 陈湘宇

Name: Xiangyu, CHEN

职位: 法定代表人

Title: Legal Representative