

Conversion Agreement

換股協議

(It has the same legal effect in signing either English or Chinese agreement)
(簽署英文或中文同具法律效益)

THIS CONVERSION AGREEMENT (this "Agreement") is executed as of OCT / 22 / 2009 (MM/DD/YY) (the "Effective Date") by and among JASON ZHANG Member ID: 10001001 ("Part A"), and DING HUA WANG ("WANG"). Each of the capitalized terms used but not otherwise defined herein shall have the meaning assigned to such term under the Agreement (as defined below).

此換股協議由 _____ 會員號碼: _____ (簡稱“甲方”), 以及 DING HUA WANG (簡稱“WANG”)于 _____ 年 _____ 月 _____ 日簽訂。協議簽訂之日起生效。每個大寫術語均應具有相應的解釋。

WHEREAS, WANG is the president and the shareholder of the E-WORLD USA HOLDING INC. ("E-WORLD"); and

鑒于, WANG 是 E-WORLD USA HOLDING 公司 ("E-WORLD") 的總裁及股東;

WHEREAS, WANG also is the shareholder of the public company;

鑒于, WANG 同樣也是 (上市公司) 的股東;

WHEREAS, Part A desire to convert their E-WORLD Shares (as defined below), into the shares of the public company, which are held by WANG; and

鑒于, 甲方希望將他們所持的 E-WORLD 公司的股份分別轉換成 WANG 所持有的 (上市公司) 的股份;

WHEREAS, in consideration for WANG granting to Part A the right to convert the E-WORLD Shares into his shares of the public company, Part A have agreed to enter into the Waiver of Investor Rights agreement, the Voting Agreement and the Amended and Restated Investor Rights Agreement, all dated as of the date hereof; and

鑒于, 考慮到 WANG 同意將其所持的相應 (上市公司) 的股票與甲方所持的 E-WORLD 的股票做轉換, 甲方已同意達成的投資者放棄權利的協議;

WHEREAS, Part A and WANG desire to enter into this Agreement to provide the terms and conditions upon which the E-WORLD Shares will be converted to shares of the public company, which are held by WANG;

Member Initial (會員簽名) JZ

Initial (總裁簽名) DW

鑒于，甲方希望簽訂本協議，實現用其所持 E-WORLD 公司的股票與 WANG 所持的（上市公司）相應的價值的股票分別做轉換的目的。

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Part A and WANG agree as follows:

在此，基于對協商內容的充分理解及良好初衷，甲方和 WANG 達成以下協議

1. Conversion.

Part A hold 300,000 shares of E-WORLD and par value is USD 1.00 per share; WANG enabling Part A class of shares to convert all their holding into shares of public company.

As of the Effective Date, Part A hereby elects to convert 300,000 shares of the common stock of the E-WORLD held by Part A (the " Part A Shares") into a number of shares of the public company equal to the value of the Part A Shares.

Such conversion will be on the basis of public company `s stock closing price of the day of signing this agreement.

Conversion Date is (should be filled in by stock exchange) _____. Part A shall convert their E-WORLD shares into public company shares, held by WANG at or before the Conversion Date. Convert E-WORLD shares after the Conversion Date or not to convert such shares into the public company shares, held by WANG will deemed as giving up the rights of converting shares automatically.

1. 轉換。

甲方持有 E-WORLD 公司 _____ 股，每股面值 _____ 美元。
WANG 願意以其所持有的（上市公司）的股份與甲方所持有的 E-WORLD 公司的股份做轉換。

協議生效之日，甲方同意將其名下 E-WORLD 公司的 _____ 股票與 WANG 名下的（上市公司）的等值股票進行轉換。

轉換價格為簽訂本協議之日的當天（上市公司）股票的收盤價格。

股票轉換日期(由證券交易所填寫)為 _____ 年 _____ 月 _____ 日。甲方須將其持有的 E-WORLD 公司的股份早于或于股票轉換日期當日轉換為 WANG 所持有的(上市公司) 的股份。任何不轉換或逾期轉換的行為均可視為甲方自動放棄股份轉換的權利。

2. Representations, Warranties and Covenants

2. 陳述、保證及承諾

WANG hereby makes the following representations, warranties and covenants in favor of Part A:

Member Initial (會員簽名) JZ

Initial (總裁簽名) DW

WANG 針對甲方分別有以下陳述、保證及承諾。

(i) Authorized Shares. The shares of WANG identified in this Agreement constitute duly authorized shares of the capital stock of the public company the issuance of which to Part A has been duly authorized by the board of directors of the public company.

授權股。本協議涉及的 WANG 所持有的可轉換給甲方的股份，是經授權發行的(上市公司)的股份。

(ii) Validly Issued. Shares of the public company, held by WANG, shall be validly issued and outstanding, fully paid, non-assessable and free and clear of all liens and encumbrances arising through the actions of the Company or its directors, officers, employees or agents.

合法持有。本協議涉及的 WANG 所持有的可轉換給甲方的股份是 WANG 合法持有的股份，需有效的發行繳足、不可征收、自由、不存在其他主體的留置、抵押等他項權利。

(iii) Such Shareholder agrees that if they elect to convert share they will be unable to deal in those share in the period between giving notice of conversion and the actual date of conversion.

上述“股東”同意，在聲明換股之日起至實際換股之日期間，不會將意圖換股的股份進行其他類型的交易。

3. Governing Law. This Agreement shall be governed by the laws of the State of California, without reference to the choice of laws rules of such state.

3.管轄法律。

本協議受美國加利福尼亞州法律管轄，此管轄為排他性管轄。

4. Cost. Save as otherwise provided in this Contract, each Party shall bear its own legal and other professional costs in relation to the preparation, negotiation and entry into of this Contract.

4.費用。

除本合同中另有約定，每一方應承擔與本合同的制作、談判及訂立相關的該方律師或其他專業顧問費用。

5. Successors and Assigns. This Agreement shall be binding upon each party hereto and its respective successors and assigns.

5. 繼受者及受讓人。

本合同對本合同雙方以及該方合法的繼受者和受讓人有法律拘束力。

6. Severability. If any term of provision of this Agreement or any application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

Member Initial (會員簽名) JD

Initial (總裁簽名) DW

6.可分割性。

本合同某一條款的無效不影響本合同其他條款的效力。

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the parties hereto. WANG, Part A hereby agree that all prior or contemporaneous oral understandings, agreements or negotiations relative to the subject matter hereof are merged into and revoked by this Agreement.

7.全部協議。

本協議包括所有 WANG，甲方簽署的所有協議、以及雙方之間此前就該標的進行的所有磋商、談判以及達成的協議。

8. Interpretation. All provisions of this Agreement shall be interpreted according to their fair meaning and shall not be strictly construed against any party.

8.釋義。

本協議所有條款均需按照公平的原則進行釋義，不得對一方進行嚴格的限定性解釋。

9. Counterparts; Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute one agreement. An original signature or copy thereof transmitted by facsimile shall constitute an original signature for purposes of this Agreement.

9. 副本。

本協議及本協議的任何修改簽署一份或多份原件或傳真件副本，各方所持有的副本是獨立的，每份副本均應視為原本，所有副本一起構成一份相同的協議。一份或多份上述副本經各方簽字並交付到另一方後，才具有約束力。

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

協議簽署日期為生效日期。

Name: Part A (甲方)

JASON ZHANG, Signature(簽名): Jason Zhang, DATE: 10/22/09

Name: DING HUA WANG, Signature(簽名): DHW, DATE: 10/27/09

Member Initial (會員簽名) JZ

Initial (總裁簽名) DW