

# eFuture Information Technology Inc. (EFUT)

## 20-F/A

Annual and transition report of foreign private issuers pursuant to sections 13 or 15(d)

Filed on 04/30/2012

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

FORM 20-F

(Mark One)

- ☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934
- OR
- ☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE FISCAL YEAR ENDED DECEMBER 31, 2011
- OR
- ☐ TRANSITIONAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
- ☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
Date of event requiring this shell company report \_\_\_\_\_

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 333-126007

**EFUTURE INFORMATION TECHNOLOGY INC.**  
(Exact name of Registrant as specified in its charter)

**Cayman Islands**  
(Jurisdiction of incorporation or organization)

**eFuture Information Technology Inc.**  
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**Securities registered or to be registered pursuant to Section 12(b) of the Act:**  
Title of each class

Ordinary shares, par value \$0.0756 per share

**Name of each exchange on which registered**  
NASDAQ Capital Market

**Securities registered or to be registered pursuant to Section 12(g) of the Act:** None.

**Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:** None.

**Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report:**

As of December 31, 2011, there were 3,977,221 ordinary shares of the Registrant outstanding.

**Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.** Yes ☐ No ☒

**If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.** Yes ☐ No ☒

**Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.** Yes ☒ No ☐

**Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).** Yes ☒ No ☐

**Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act). (Check one):**

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☒

**Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:**

US GAAP ☒

International Financial Reporting Standards as issued by the International Accounting Standards Board ☐

Other ☐

**If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).** Yes ☐ No ☒

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*In this Annual Report on Form 20-F, references to "U.S. dollars", "US\$" and "\$" are to United States dollars, references to "RMB", "renminbi" or "yuan" are to the Chinese Yuan, and, unless the context otherwise requires, references to "eFuture," "we," "us" and "our" refer to eFuture Information Technology Inc., its consolidated subsidiaries and effectively controlled variable interest entities as defined in Part I of this Annual Report.*

## **SPECIAL CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS**

Certain matters discussed in this report may constitute forward-looking statements for purposes of the Securities Act of 1933, as amended (the "Securities Act"), and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from the future results, performance or achievements expressed or implied by such forward-looking statements. The words "expect," "anticipate," "intend," "plan," "believe," "seek," "estimate," and similar expressions are intended to identify such forward-looking statements. Our actual results may differ materially from the results anticipated in these forward-looking statements due to a variety of factors, including, without limitation, those discussed under "Item 3 - Key Information-Risk Factors," "Item 4 - Information on the Company," "Item 5 - Operating and Financial Review and Prospects," and elsewhere in this report, as well as factors which may be identified from time to time in our other filings with the Securities and Exchange Commission (the "SEC") or in the documents where such forward-looking statements appear. All written or oral forward-looking statements attributable to us are expressly qualified in their entirety by these cautionary statements.

The forward-looking statements contained in this report reflect our views and assumptions only as of the date this report is signed. Except as required by law, we assume no responsibility for updating any forward-looking statements.

## PART I

Unless the context requires otherwise, references in this report to "eFuture," "the Company," "we," "us," and "our" refer to eFuture Information Technology Inc., our wholly-owned subsidiary, eFuture (Beijing) Royalstone Information Technology Inc. ("eFuture Royalstone" or "eFuture Beijing"), and the effectively controlled three variable interest entities ("VIEs"), Beijing Changshengtiandi Ecommerce Co., Ltd. ("Changshengtiandi"), acquired on January 18, 2011, Beijing Wangku Hutong Information Technology Co., Ltd. ("Wangku"), acquired on May 14, 2008 and disposed on March 13, 2011, and Beijing Fuji Biaoshang Information Technology Co., Ltd. ("Biaoshang" or "bFuture"), acquired on November 6, 2007 and disposed on July 16, 2010.

### Item 1. Identity of Directors, Senior Management and Advisers

Not applicable.

### Item 2. Offer Statistics and Expected Timetable

Not applicable.

### Item 3. Key Information

#### A. Selected Consolidated Financial Data

The following table presents the selected consolidated financial information for our company, which excludes the operating results for each year and balances as of each year ended of Biaoshang and Wangku because they are classified as discontinued operations. The selected consolidated statements of income data for the three years ended December 31, 2009, 2010 and 2011 and the consolidated balance sheet data as of December 31, 2010 and 2011 have been derived from our audited consolidated financial statements set forth in "Item 18 Financial Statements". The selected consolidated balance sheet data for the year ended December 31, 2009 have been derived from our audited consolidated balance sheet as of December 31, 2009, which is not included in this annual report. The selected consolidated statements of income data for the years ended December 31, 2007 and 2008 and the selected consolidated balance sheet data as of December 31, 2007 and 2008 have been derived from our audited consolidated financial statements for the years ended December 31, 2007 and 2008, which are not included in this annual report. Our historical results do not necessarily indicate results expected for any future periods. The selected consolidated financial data should be read in conjunction with, and are qualified in their entirety by reference to, our audited consolidated financial statements and related notes and "Item 5. Operating and Financial Review and Prospects" below. Our audited consolidated financial statements are prepared and presented in accordance with Generally Accepted Accounting Principles in the United States of America, or U.S. GAAP.

	RMB					US\$
	For the Years Ended December 31,					For the Year Ended December 31,
	2007	2008	2009	2010	2011	2011
Total Revenues	¥ 84,920,993	¥ 129,546,655	¥ 108,835,887	¥ 151,902,684	¥ 174,448,480	\$ 27,717,072
Income (Loss) From Operations	5,914,486	(6,882,703)	(24,432,621)	(21,732,821)	(19,545,493)	(3,105,466)
Net Loss	(21,526,314)	(4,478,112)	(25,265,497)	(17,323,421)	(18,830,869)	(2,991,924)
Basic Loss Per Share	(8.01)	(1.39)	(7.51)	(4.53)	(4.56)	(0.72)
Diluted Loss Per Share	(8.01)	(1.39)	(7.51)	(4.53)	(4.56)	(0.72)
Net loss from continuing operations	(21,273,215)	(854,598)	(19,887,910)	(17,386,892)	(24,440,221)	(3,883,160)
Basic Loss Per Share from continuing operations	(7.92)	(0.26)	(5.91)	(4.55)	(5.92)	(0.94)
Diluted Loss Per Share from continuing operations	(7.92)	(0.26)	(5.91)	(4.55)	(5.92)	(0.94)

	RMB				US\$	
	As of December 31,				As of December 31,	
	2007	2008	2009	2010	2011	2011
Total Assets	¥ 208,884,779	¥ 242,362,093	¥ 231,747,618	¥ 241,832,155	¥ 220,395,489	\$ 35,017,317
Total Current Liabilities	(55,822,620)	(96,806,490)	(109,412,183)	(102,375,657)	(93,973,063)	(14,930,816)
Long-term Liabilities	(49,849,390)	(10,595,717)	(7,970,483)	(3,134,677)	(416,298)	(66,143)
Net Assets	103,212,769	134,959,886	114,364,952	136,321,821	126,006,128	20,020,358
Ordinary Shares	1,811,589	2,039,196	2,042,384	2,161,766	2,353,068	373,865
Number of Weighted-average Ordinary Shares	2,687,380	3,214,466	3,362,986	3,822,386	4,130,221	4,130,221

#### Exchange Rate Information

Our business is primarily conducted in China and all of our revenues are denominated in RMB. However, periodic reports made to shareholders will include current period amounts translated into U.S. dollars using the then current exchange rates, for the convenience of the readers. The conversion of RMB into U.S. dollars in this annual financial report is based on the noon buying rate in The City of New York for cable transfers of RMB as certified for customs purposes by the Federal Reserve Bank of New York. Unless otherwise noted, all translations from RMB to U.S. dollars and from U.S. dollars to RMB in this annual financial report were made at a rate of RMB6.2939 to US\$1.00, the noon buying rate in effect as of December 31, 2011. We make no representation that any RMB or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or RMB, as the case may be, at any particular rate, or at all. The government of the People's Republic of China (the "PRC") imposes control over its foreign currency reserves in part through direct regulation of the conversion of RMB into foreign exchange and through restrictions on foreign trade. The Company does not currently engage in currency hedging transactions. The following table sets forth information concerning exchange rates between the RMB and the U.S. dollar for the periods indicated.

Period	Noon Buying Rate			
	Period-End	Average (1)	Low	High
	(RMB per U.S. dollar)			
2007	7.2946	7.6072	7.2946	7.8127
2008	6.8225	6.9477	6.7800	7.2946
2009	6.8259	6.8275	6.8244	6.8299
2010	6.6000	6.7696	6.6000	6.8330
2011	6.2939	6.4475	6.2939	6.6364
December	6.2939	6.3482	6.2939	6.3733
2012				
January	6.3080	6.3172	6.2940	6.3330
February	6.2935	6.2997	6.2935	6.3120
March	6.2975	6.3125	6.2975	6.3315
April (through April 20, 2012)	6.3080	6.3052	6.2975	6.3150

Source: Federal Reserve Statistical Release

(1 Annual averages are calculated using the average of month-end rates of the relevant years. Monthly averages are calculated using the average of the daily rates during the relevant periods.

#### B. Capitalization and Indebtedness

Not applicable.

### **C. Reasons for the Offer and Use of Proceeds**

Not applicable.

### **D. Risk Factors**

*You should carefully consider all of the information in this Annual Report and, in particular, the risks outlined below. Any of the following risks could have a material adverse effect on our business, financial condition and results of operations.*

#### ***Our company's share price may be adversely affected by negative investor perceptions of small Chinese companies.***

In the last year, many smaller U.S.-listed companies that operate primarily in China have seen the public value of their securities decrease significantly. One factor in such decreases has been the widespread allegation of fraud and unreliable financial reporting. Another factor has been a number of negative research reports published about Chinese companies, sometimes by parties that sell the securities short prior to publishing the research report in order to capitalize on subsequent share price decreases. The SEC and other agencies and self-regulatory organizations are looking into specific allegations of wrongdoing and monitoring U.S.-listed Chinese companies in general.

As a result of the actions by some Chinese companies and the media and governmental attention focused on all Chinese companies, the share prices of nearly all smaller Chinese companies like ours have been adversely affected, whether or not warranted in any particular case. If investors continue to lose confidence in smaller Chinese companies or if we are unable to differentiate our company in investors' estimation from the problematic Chinese companies, then we expect that our share price will continue to be harmed.

#### ***A future issuance of our securities or a breach of agreements to which we are subject could lead to immediate and substantial dilution.***

In connection with a financing we completed on March 13, 2007, we issued warrants to three funds affiliated with two institutional investors. These convertible notes and warrants contain certain anti-dilution language that could result in substantial dilution to our existing shareholders in the event we were determined to have violated them. This dilution would occur by repricing the warrants and recalculating the number of shares underlying the warrants. Even if an issuance did not trigger these anti-dilution provisions, an issuance of ordinary shares could nevertheless be completed at a level lower than some shareholder purchased their shares, leading to dilution of such shareholders.



***We have generated a significant shareholders' deficit, and we cannot provide any assurance that our business will be profitable in the future.***

Though we achieved profitability from 2004 to 2006, we had an accumulated deficit of RMB105,063,689 (US\$16,692,938) as of December 31, 2011. As of December 31, 2011, our shareholders' equity was RMB126,006,128 (US\$20,020,358). While we have achieved profitability in previous years, there can be no assurance that we will be able to continue our growth or profitability. Indeed, we had a net loss of RMB18,830,869 (US\$2,991,924) for the year ended December 31, 2011.

***Our customers are Chinese companies engaged in the retail and consumer goods industries, and, consequently, our financial performance is dependent upon the economic conditions of these industries.***

We have derived most of our revenues to date from software and services to the Chinese retail and consumer goods industries for manufacturers, distributors, logistics player and retailers, and our future growth is critically dependent on increased sales to these particular industries. The success of our customers is intrinsically linked to economic conditions in these industries, which in turn are subject to intense competitive pressures and are affected by overall economic conditions. We believe the license of our software solutions and the purchase of our related services is discretionary and generally involves a significant commitment of capital. As a result, although we believe our products can assist China's retailers, distributors, wholesalers, and logistics companies in a competitive environment, demand for our products and services could be disproportionately affected by instability or downturns in the retailing, distribution, wholesaling and logistics industries, which may cause customers to exit the industry or delay, cancel or reduce any planned expenditures for information management systems and software products. We have previously experienced this effect in connection with the global financial crises and economic downturn, placed upon China's retailing industry in recent years. There can be no assurance that we will be able to continue our historical revenue growth or sustain our profitability on a quarterly or annual basis or that our results of operations will not be adversely affected by continuing or future downturns in these industries. Any adverse change in the Chinese retail and consumer goods industries could adversely affect the level of software expenditure by the participants in these industries, which, in turn, could result in a material reduction in our sales.

***Our recent service fee revenue growth will require our officers to manage our business efficiently while recruiting a significant number of new employees to assist in further development and implementation of our software.***

In 2011, we had a great increase in service fee revenue. We intend to optimize our revenue mix by focusing on generating more service fee income through a wider range and different levels of service in the future. The growth in the size and complexity of our business has placed and is expected to continue to place a significant strain on our management and operations. Continued growth will require us to recruit and hire a substantial number of new employees, including consulting and product development personnel. In particular, our ability to undertake new projects and increase license revenues is substantially dependent on the availability of our consulting personnel to assist in the licensing and implementation of our software solutions. We will not be able to continue to increase our business at historical rates without adding significant numbers of personnel skilled in software implementation and integration. Although we have not incurred significant difficulty in the hiring and training of skilled employees to date, there can be no assurance that we will effectively locate, retain or train additional personnel in the future. If we do not sufficiently increase our integration and implementation workforce over time, we may be required to forego licensing opportunities. Our ability to compete effectively and to manage future growth, if any, also will depend on our ability to continue to implement and improve operational, financial and management information systems on a timely basis.

Historically, wages for comparably skilled technical and management personnel in the software solutions industry in China have been lower than in developed countries, such as in the U.S. or Europe. In recent years, wages in China's software industry have increased and may continue to increase at faster rates. Wage increases will increase our cost of our products and services of the same quality and increase our cost of operations. As a result, our gross margin and profit margin may decline. In the long term, unless offset by increases in efficiency and productivity of our work force, wage increases may also result in increased prices for our solutions and services, making us potentially less competitive. Increases in wages, including an increase in the cash component of our compensation expenses, will increase our net cash outflow and our gross margin and profit margin may decline.

***Our operating results may seasonally fluctuate, which could cause our results to fall short of expectations and may adversely affect the trading price of our ordinary shares.***

Our business has historically experienced the highest revenue in the fourth quarter of each year, primarily due to a massive year-end capital purchases by customers. Such factors have resulted in 2011, 2010, and 2009 first quarter revenue being lower than revenue in the prior year's fourth quarter. We believe that this trend will continue in the future and that our revenue will continue to peak in the fourth quarter of each year and decline from that level in the first quarter of the following year. As we continue to grow, we expect that the seasonality in our business may cause our operating results to fluctuate. Due to the foregoing factors, we believe that quarter to quarter comparisons of our results of operations may not be a good indication of our future performance and should not be overly relied upon. It is likely that our results of operations in some periods may be below the expectations of public market analysts and investors. In this event, the price of our ordinary shares will probably decline, perhaps significantly more in percentage terms than any corresponding decline in our operating results.

***We are heavily dependent upon the services of technical and managerial personnel who develop and implement our one-stop front-end supply chain total solutions, and we may have to actively compete for their services.***

We are heavily dependent upon our ability to attract, retain and motivate skilled technical, managerial and consulting personnel, especially highly skilled engineers involved in ongoing product development and consulting personnel. Our ability to install, maintain and enhance our front-end supply chain total solutions is substantially dependent upon our ability to locate, hire and train qualified personnel. Many of our technical, managerial and consulting personnel possess skills that would be valuable to all companies engaged in software development, and the Chinese software industry is characterized by a high level of employee mobility and aggressive recruiting of skilled personnel. Consequently, we expect that we will have to actively compete with other Chinese software developers for these employees. Our ability to profitably operate is substantially dependent upon our ability to locate, hire, train and retain our technical, managerial and consulting personnel. Although we have not experienced difficulty locating, hiring, training or retaining our employees to date, there can be no assurance that we will be able to retain our current personnel, or that we will be able to attract and assimilate other personnel in the future. If we are unable to effectively obtain and maintain skilled personnel, the quality of our software products and the effectiveness of installation and training could be materially impaired.

***We may be subject to fines and legal sanctions if we or our employees who are PRC citizens fail to comply with recent PRC regulations relating to employee stock options granted by overseas listed companies to PRC citizens.***

In March 2007, SAFE issued the Application Procedure for Foreign Exchange Administration for Domestic Individuals Participating in Employee Stock Holding Plans or Stock Option Plans of Overseas Listed Companies, also known as "Circular 78." Under Circular 78, PRC individuals who participate in an employee stock option holding plan or a stock option plan of an overseas listed company are required, through a PRC domestic agent or PRC subsidiary of the overseas listed company, to register with SAFE and complete certain other procedures. We and our Chinese employees who have been granted restricted shares or stock options pursuant to our stock incentive plans are subject to Circular 78 because we are an overseas listed company. However, in practice, significant uncertainties exist with respect to the interpretation and implementation of Circular 78. We intend to submit the application for registration of our employee stock incentive plan as soon as possible. We or our Chinese employees may not be able to comply with, qualify under, or obtain any registration required by Circular 78. If we or our Chinese employees fail to comply with the provisions of Circular 78, we or they may be subject to fines and legal sanctions imposed by SAFE or other PRC governmental authorities, which could result in a material and adverse effect to our business operations and employee stock incentive plans.

***We depend upon contractual arrangements with our VIEs for our certain business and these arrangements may not be as effective in providing operational control over these businesses as direct ownership and may be difficult to enforce.***

Because PRC regulations restrict or prohibit our ability to provide internet content service directly in PRC, we are dependent on our VIEs in which we have no direct ownership interest, to operate those businesses through contractual arrangements. These contractual arrangements may not be as effective in providing operational control over these businesses as direct ownership. For example, the VIEs could fail to take actions required for our business despite their contractual obligation to do so. The VIEs are able to transact business with parties not affiliated with us. If these VIEs fail to perform their obligations under these arrangements, we may have to rely on legal remedies under PRC law. We cannot assure you that such remedies under PRC law would be effective or sufficient.

According to the PRC laws, a share pledge agreement is required to be registered with the Administration for Industry and Commerce. The share pledge agreements between eFuture Beijing, Changshengtiandi our VIE, and Changshengtiandi's shareholders is in the process of registering and may be deemed to be unenforceable under PRC laws.

***Our business could suffer if our executives and directors compete against us and our non-competition agreements with them cannot be enforced.***

If any of our management or key personnel joins a competitor or forms a competing company, we may lose customers, suppliers, know-how and key professionals and staff members. Each of our directors and executive officers has entered into employment agreements and confidentiality and non-competition agreements with us. However, if any dispute arises between our directors and officers and us, the non-competition provisions contained in their confidentiality and non-competition agreements may not be enforceable, especially in China, where most of these executive officers and key employees reside, on the ground that we have not provided adequate compensation to these executive officers for their non-competition obligations, which is required under the relevant PRC regulations.

***We sell our services on a fixed-price, fixed-time basis, which exposes us to risks associated with cost overruns and delays.***

We sell most of our services on a fixed-price, fixed-time basis. In contracts with our customers, we typically agree to pay late completion fines of up to 0.3% of the total contract value. In large scale projects, there are many factors beyond our control which could cause delays or cost overruns. In this event, we would be exposed to cost overruns and liability for late completion fines.

***Competition within the Chinese market for our software products is significant.***

We believe that while the Chinese market for front-end supply chain total solutions is subject to intense competition, the number of significant competitors is relatively limited, we effectively compete in our market, our competitors occupy a substantial competitive position. There can be no assurance that we will be able to effectively compete in our industry on an ongoing basis.

***Our financial performance is dependent upon the sale and implementation of front-end supply chain total solutions and related services, a single, concentrated group of products.***

We derive most of our revenues from the license and implementation of software applications for China's retail and consumer goods industries and providing consulting services. The life cycle of our software is difficult to estimate due in large measure to the potential effect of new software, applications and enhancements (including those we introduce) on the maturation in the China's retail and consumer goods industries. To the extent we are unable to continually improve our front-end supply chain total solutions to address the changing needs of the China's retail and consumer goods industries market, we may experience a significant decline in the demand for our programs. In such a scenario, our revenues may significantly decline.

***The market for front-end supply chain total solutions is intensely competitive.***

Although we believe that we have principal competitive factors in our markets, a number of companies offer competitive products addressing certain of our target markets. In the enterprise systems market, we compete with in-house systems developed by our targeted customers and with third-party developers. In addition, we believe that new market entrants may attempt to develop fully integrated enterprise-level systems targeting the China's retail and consumer goods industries. Many of our existing competitors, as well as a number of potential new competitors, have significantly greater financial, technical and marketing resources than we do. We cannot guarantee that we will be able to compete successfully against current or future competitors. As a result of this product concentration and uncertain product life cycles, we may not be as protected from new competition or industry downturns as a more diversified competitor.

***Our financial performance is directly related to our ability to adapt to technological change and evolving standards when developing and improving our front-end supply chain total solutions.***

The software development industry is subject to rapid technological change, changing customer requirements, frequent new product introductions and evolving industry standards that may render existing software obsolete. The life cycles of our software are difficult to estimate. Our software products must keep pace with technological developments, conform to evolving industry standards and address the increasingly sophisticated needs of Chinese retailers, wholesalers, distributors and logistics companies. In particular, we believe that we must continue to respond quickly to users' needs for broad functionality. While we attempt to upgrade our software every one to two years, we cannot guarantee that our software will continue to enjoy market acceptance. To the extent we are unable to develop and introduce products in a timely manner, we believe that participants in the China's retail and consumer goods industries will obtain products from our competitors promptly and our sales will correspondingly suffer. In addition, we strive to achieve compatibility between our products and retailing systems platforms that we believe are or will become popular and widely adopted. We invest substantial resources in development efforts aimed at achieving this compatibility. If we fail to anticipate or respond adequately to technology or market developments, we could incur a loss of competitiveness or revenue.

***Asset impairment reviews may result in future write-downs.***

Our accounting policies require us, among other things, to conduct annual reviews of goodwill, and to test intangible assets for impairment whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. In connection with our business acquisitions, we make assumptions regarding estimated future cash flows and other factors to determine the fair value of goodwill and intangible assets. In assessing the related useful lives of those assets, we have to make assumptions regarding their fair value, our recoverability of those assets and our ability to successfully develop and ultimately commercialize acquired technology. If those assumptions change in the future when we conduct our periodic reviews in accordance with applicable accounting standards, we may be required to record impairment charges. We have made impairment loss of intangible assets of RMB2.4 million and RMB4.1 million (US\$0.7 million) for the years ended December 31, 2010 and 2011, respectively. It is possible that future reviews will result in further write-downs of goodwill and other intangible assets.

***The financial soundness of our clients and vendors could affect our business and results of operations.***

As a result of the disruptions in the financial markets and other macro-economic challenges currently affecting the economy of the United States and other parts of the world, our clients, subcontractors, suppliers and other vendors may experience cash flow concerns. As a result, clients may modify, delay or cancel plans to purchase our services and vendors may reduce their output, change terms of sales, or stop providing goods or services to us. Additionally, if clients' or vendors' operating and financial performance deteriorates, or if they are unable to make scheduled payments or obtain credit, clients may not be able to pay, or may delay payment of, accounts receivable owed to us and vendors may restrict credit or impose different payment terms, or stop providing goods or services to us. Any inability of current or potential clients to pay us for our services or any demands by vendors for different payment terms may adversely affect our earnings and cash flow. Furthermore, if one or more of our vendors stops providing goods or services to us, or interrupts its provision of goods or services to us, our business could be disrupted and we may incur higher costs.

***We are substantially dependent upon our key personnel, particularly Adam Yan, our Chairman and Chief Executive Officer.***

Our performance is substantially dependent on the performance of our executive officers and key employees. We do not have in place "key person" life insurance policies on any of our employees. The loss of the services of any of our executive officers or other key employees could substantially impair our ability to successfully implement our existing software and develop new programs and enhancements.

***As a software-oriented business, our ability to operate profitably is directly related to our ability to develop and protect our proprietary technology.***

We rely on a combination of trademark, trade secret, nondisclosure and copyright law to protect our front-end supply chain total solutions, which may afford only limited protection. Despite our efforts to protect our proprietary rights, unauthorized parties, including customers, may attempt to reverse engineer or copy aspects of our software products or to obtain and use information that we regard proprietary. Although we are currently unaware of any unauthorized use of our technology, in the future, we cannot guarantee that others will not use our technology without proper authorization.

Some of our software products are developed on third-party middleware software programs that are licensed by our customers from third parties, generally on a non-exclusive basis. Considering the fact that we believe that there are a number of widely available middleware programs available, we do not currently anticipate that our customers will experience difficulties obtaining these programs. The termination of any such licenses, or the failure of the third-party licensors to adequately maintain or update their products, could result in delay in our ability to ship certain of our products while we seek to implement technology offered by alternative sources. Nonetheless, while it may be necessary or desirable in the future to obtain other licenses, there can be no assurance that they will be able to do so on commercially reasonable terms or at all.

Our success and ability to compete depend substantially upon our intellectual property, which we protect through a combination of confidentiality arrangements and copyright. We enter into confidentiality agreements with most of our employees and consultants, and control access to, and distribution of, our documentation and other licensed information. Despite these precautions, it may be possible for a third party to copy or otherwise obtain and use our technology without authorization, or to develop similar technology independently. Since the Chinese legal system in general and the intellectual property regime in particular, are relatively weak, it is often difficult to enforce intellectual property rights in China.

Third parties may initiate litigation against us alleging infringement of their proprietary rights. In the event of a successful claim of infringement and our failure or inability to develop non-infringing technology or license the infringed or similar technology on a timely basis, our business could be harmed. In addition, even if we are able to license the infringed or similar technology, license fees could be substantial and may adversely affect our results of operations.

In addition, we may initiate claims or litigation against third parties for infringement of our proprietary rights or to establish the validity of our proprietary rights. Such claims could be time consuming, result in costly litigation.

***Our front-end supply chain total solutions may contain integration challenges, design defects or software errors that could be difficult to detect and correct.***

Implementation of our software may involve a significant amount of systems developed by third parties. Although we have not experienced a material number of defects associated with our software to date, despite extensive testing, we may, from time to time, discover defects or errors in our software only after use by a customer. We may also experience delays in shipment of our software during the period required to correct such errors. In addition, we may, from time to time, experience difficulties relating to the integration of our software products with other hardware or software in the customer's environment that are unrelated to defects in our software products. Such defects, errors or difficulties may cause future delays in product introductions and shipments, result in increased costs and diversion of development resources, require design modifications or impair customer satisfaction with our software. Since our software solutions are used by our customers to perform mission-critical functions, design defects, software errors, misuse of our products, incorrect data from external sources or other potential problems within or out of our control that may arise from the use of our products could result in financial or other damages to our customers. To date, however, we have not had significant difficulties integrating our software into our customers' existing systems. We do not maintain product liability insurance. Although our license agreements with customers contain provisions designed to limit our exposure to potential claims as well as any liabilities arising from such claims, such provisions may not effectively protect us against such claims and the liability and costs associated therewith. To the extent we are found liable in a product liability case, we could be required to pay a substantial amount of damages to an injured customer, thereby impairing our financial condition.

***We may not pay dividends.***

We have not previously paid any cash dividends nor do we anticipate paying any dividends on our ordinary shares. Although we achieved profitability from 2004 to 2006, we cannot assure you that our operations will continue to result in sufficient revenues to enable us to operate at profitable levels or to generate positive cash flows. Indeed, we had net losses of RMB17,323,421 and RMB18,830,869 (US\$2,991,924) for the years ended December 31, 2010 and 2011, respectively. Furthermore, there is no assurance our Board of Directors will declare dividends even if we are profitable. Dividend policy is subject to the discretion of our Board of Directors and will depend on, among other things, our earnings, financial condition, capital requirements and other factors. Under Cayman Islands law, we may only pay dividends from profits or credit from the share premium account (the amount paid over par value, which is \$0.0756), and we must be solvent before and after the dividend payment. If we determine to pay dividends on any of our ordinary shares in the future, as a holding company, we will be dependent on receipt of funds from our operating wholly- and partially-owned subsidiaries.

***A slowdown in the Chinese economy may slow down our growth and profitability.***

We cannot assure you that growth of the Chinese economy will be steady or that any slowdown will not have a negative effect on our business. Several years ago, the Chinese economy experienced deflation, which may recur in the foreseeable future. More recently, the Chinese government announced its intention to use macroeconomic tools and regulations to slow the rate of growth of the Chinese economy, the results of which are difficult to predict. Adverse changes in the Chinese economy will likely impact the financial performance of the retailing, distribution, logistics and manufacturing industries in China. Consequently, under such circumstances, our customers may opt to delay discretionary expenditures like those for our software, which, in turn, could result in a material reduction in our sales.

***We do not have business interruption, litigation or natural disaster insurance.***

The insurance industry in China is still at an early state of development. In particular PRC insurance companies offer limited business products. As a result, we do not have any business liability or disruption insurance coverage for our operations in China. Any business interruption, litigation or natural disaster may result in our business incurring substantial costs and the diversion of resources.

***We may become a passive foreign investment company, which could result in adverse U.S. tax consequences to U.S. investors.***

Based upon the nature of our business activities, we may be classified as a passive foreign investment company ("PFIC") by the U.S. Internal Revenue Service ("IRS") for U.S. federal income tax purposes. Such characterization could result in adverse U.S. tax consequences to you if you are a U.S. investor. For example, if we are a PFIC, a U.S. investor will become subject to burdensome reporting requirements. The determination of whether or not we are a PFIC is made on an annual basis and will depend on the composition of our income and assets from time to time. Specifically, we will be classified as a PFIC for U.S. tax purposes if either:

- 75% or more of our gross income in a taxable year is passive income; or
- the average percentage of our assets by value in a taxable year which produce or are held for the production of passive income (which includes cash) is at least 50%.

The calculation of the value of our assets is based, in part, on the then market value of our ordinary shares, which is subject to change. In addition, the composition of our income and assets will be affected by how, and how quickly, we spend the cash we raised in our initial public offering. We cannot assure you that we will not be a PFIC for any taxable year.

***Governmental control of currency conversion may affect the value of our ordinary shares.***

The PRC government imposes controls on the convertibility of the Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China. We receive substantially all of our revenues in Renminbi. Under our current corporate structure, our income is derived from dividend payments from our PRC subsidiaries. Shortages in the availability of foreign currency may restrict the ability of our PRC subsidiaries to remit sufficient foreign currency to pay dividends or other payments to us, or otherwise satisfy their foreign currency denominated obligations. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and expenditures from trade-related transactions, can be made in foreign currencies without prior approval from the PRC State Administration of Foreign Exchange by complying with certain procedural requirements. However, approval from appropriate government authorities is required where Renminbi are to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of bank loans denominated in foreign currencies. The PRC government may also at its discretion restrict access in the future to foreign currencies for current account transactions. If the foreign exchange control system prevents us from obtaining sufficient foreign currency to satisfy our currency demands, we may not be able to pay dividends in foreign currencies to our shareholders.

***Fluctuation in the value of the Renminbi may have a material adverse effect on the value of our ordinary shares.***

The value of the Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions. The Renminbi is permitted to fluctuate within a narrow and managed band against a basket of certain foreign currencies. There remains significant international pressure on the PRC government to adopt an even more flexible currency policy, which could result in a further and more significant appreciation of the Renminbi against the U.S. dollar. We rely entirely on dividends and other fees paid to us by our subsidiaries in China. Any significant revaluation of Renminbi may materially and adversely affect our cash flows, revenues, earnings and financial position, and the value of, and any dividends payable on, our ordinary shares in U.S. dollars. For example, an appreciation of Renminbi against the U.S. dollar would make any new Renminbi denominated investments or expenditures more costly to us, to the extent that we need to convert U.S. dollars into Renminbi for such purposes. An appreciation of Renminbi against the U.S. dollar would also result in foreign currency translation losses for financial reporting purposes when we translate our U.S. dollar denominated financial assets into Renminbi, as the Renminbi is our reporting currency.

***Changes in China's political and economic policies could harm our business.***

The economy of China has historically been a planned economy subject to governmental plans and quotas and has, in certain aspects, been transitioning to a more market-oriented economy. Although we believe that the economic reform and the macroeconomic measures adopted by the Chinese government have had a positive effect on the economic development of China, we cannot predict the future direction of these economic reforms or the effects these measures may have on our business, financial position or results of operations.



***New labor laws in the PRC may adversely affect our results of operations.***

As of December 31, 2011 we had approximately 869 employees in the PRC. On June 29, 2007, the PRC Government promulgated a new labour law, namely, the Labour Contract Law of the PRC, or the Labour Contract Law, which became effective on January 1, 2008. The Labor Contract Law establishes more restrictions and increases costs for employers to dismiss employees under certain circumstances, including specific provisions related to fixed-term employment contracts, non-fixed-term employment contracts, task-based employment, part-time employment, probation, consultation with the labor union and employee representative's council, employment without a contract, dismissal of employees, compensation upon termination and for overtime work, and collective bargaining. According to the Labor Contract Law, unless otherwise provided by law, an employer is obliged to sign a labor contract with a non-fixed term with an employee if the employer continues to hire the employee after the expiration of two consecutive fixed-term labor contracts or if the employee has worked for the employer for ten consecutive years. Severance pay is required if a labor contract expires without renewal because the employer refuses to renew the labor contract or provides less favorable terms for renewal. In addition, under the Regulations on Paid Annual Leave for Employees, which became effective on January 1, 2008, employees who have served more than one year for an employer are entitled to a paid vacation ranging from 5 to 15 days, depending on the number of the employee's working years at the employer. Employees who waive such vacation time at the request of employers shall be compensated for three times their regular salaries for each waived vacation day. As a result of these new measures designed to enhance labor protection, our labor costs are expected to increase, which may adversely affect our business and our results of operations. In addition, the PRC government in the future may enact further labor-related legislation that increases our labor costs and restricts our operations.

***If PRC law were to phase out the preferential tax benefits currently being extended to qualified "High and New Technology Enterprises", we would have to pay more taxes, which could have a material and adverse effect on our financial condition and results of operations.***

According to the PRC Corporate Income Tax Law, or the CIT Law, which became effective on January 1, 2008, as further clarified by subsequent tax regulations implementing the CIT Law, foreign-invested enterprises and domestic enterprises are subject to corporate income tax, at a uniform rate of 25%. The CIT rate of enterprises established before March 16, 2007 that were eligible for preferential tax rates according to then effective tax laws and regulations will gradually transition to the uniform 25% CIT rate by January 1, 2013. In addition, certain enterprises may still benefit from a preferential tax rate of 15% under the CIT Law if they qualify as "high and new technology enterprises strongly supported by the state," subject to certain general factors described in the CIT Law and the related regulations.

In December 2008, our subsidiary eFuture Beijing was designated as "High and New Technology Enterprises" under the CIT Law, which entitles it to a preferential CIT rate of 15% from 2008 to 2013. If it fails to maintain the "High and New Technology Enterprises" qualification after 2013, its applicable CIT rate may increase to up to 25%, which could have a material adverse effect on our results of operations. We cannot assure you that we will be able to maintain our current effective tax rate in the future.

Furthermore, we are qualified to an exemption of the 5% business tax levied on our total revenues derived from our technology consulting services. If the PRC law were to phase out preferential tax benefits currently granted to "High and New Technology Enterprises" or if we ceased to qualify as such, we would be subject to the standard statutory tax rate, which currently is 25%, and we would be unable to obtain business tax exemption for our provision of technology consulting services.

***China's legal system embodies uncertainties that could adversely affect our ability to engage in the development and integration of the front-end supply chain total solutions.***

Since 1979, the Chinese government has promulgated many new laws and regulations covering general economic matters. Despite this activity to develop a legal system, China's system of laws is not yet complete. Even where adequate law exists in China, enforcement of existing laws or contracts based on existing law may be uncertain or sporadic, and it may be difficult to obtain swift and equitable enforcement or to obtain enforcement of a judgment by a court of another jurisdiction. The relative inexperience of China's judiciary, in many cases, creates additional uncertainty as to the outcome of any litigation. In addition, interpretation of statutes and regulations may be subject to government policies reflecting domestic political changes. Noting that our business is substantially dependent upon laws protecting intellectual property rights, any ambiguity in the interpretation or implementation of such laws may negatively impact our business, its financial condition and results of operation. Our activities in China will also be subject to administration review and approval by various national and local agencies of China's government. Because of the changes occurring in China's legal and regulatory structure, we may not be able to secure the requisite governmental approval for our activities. Although we have obtained all required governmental approval to operate our business as currently conducted, to the extent we are unable to obtain or maintain required governmental approvals, the Chinese government may, in its sole discretion, prohibit us from conducting our business.

***Shareholder rights under Cayman Islands law may differ materially from shareholder rights in the United States, which could adversely affect the ability of us and our shareholders to protect our and their interests.***

Our corporate affairs are governed by our Amended and Restated Memorandum and Articles of Association, by the Companies Law (2007 Revision) and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders, and the fiduciary responsibilities of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law in the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, the decisions of whose courts are of persuasive authority but are not binding on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law in this area may not be as clearly established as they would be under statutes or judicial precedent in existence in some jurisdictions in the United States. In particular, the Cayman Islands has a less developed body of securities laws as compared to the United States, and some states, such as Delaware, have more fully developed and judicially interpreted bodies of corporate laws. Moreover, our company could be involved in a corporate combination in which dissenting shareholders would have no rights comparable to appraisal rights which would otherwise ordinarily be available to dissenting shareholders of United States corporations. Also, our Cayman Islands counsel is not aware of a significant number of reported class actions or derivative actions having been brought in Cayman Islands courts. Such actions are ordinarily available in respect of United States corporations in U.S. courts. Finally, Cayman Islands companies may not have standing to initiate shareholder derivative action before the federal courts of the United States. As a result, our public shareholders may face different considerations in protecting their interests in actions against the management, directors or our controlling shareholders than would shareholders of a corporation incorporated in a jurisdiction in the United States, and our ability to protect our interests may be limited if we are harmed in a manner that would otherwise enable us to sue in a United States federal court.

***As we are a Cayman Islands company and most of our assets are outside the United States, it will be extremely difficult to acquire jurisdiction and enforce liabilities against us and our officers, directors and assets based in China.***

We are a Cayman Islands exempt company, and our corporate affairs are governed by our Amended and Restated Memorandum and Articles of Association and by the Cayman Islands Companies Law (2007 Revision) and other applicable Cayman Islands laws. Certain of our directors and officers reside outside of the United States. In addition, the Company's assets are located outside the United States. As a result, it may be difficult or impossible to effect service of process within the United States upon our directors or officers and our subsidiaries, or enforce against any of them court judgments obtained in United States courts, including judgments relating to United States federal securities laws. In addition, there is uncertainty as to whether the courts of the Cayman Islands and of other offshore jurisdictions would recognize or enforce judgments of United States courts obtained against us predicated upon the civil liability provisions of the securities laws of the United States or any state thereof, or be competent to hear original actions brought in the Cayman Islands or other offshore jurisdictions predicated upon the securities laws of the United States or any state thereof. Furthermore, because the majority of our assets are located in China, it would also be extremely difficult to access those assets to satisfy an award entered against us in United States court.

***You may face difficulties in protecting your interests, and your ability to protect your rights through the U.S. federal courts may be limited, because we are incorporated under Cayman Islands law, conduct most of our operations in China and most of our officers and directors reside outside the United States.***

We are incorporated in the Cayman Islands, and conduct most of our operations in China through our subsidiaries in China. Most of our officers and directors reside outside the United States and some or all of the assets of those persons are located outside of the United States. It may be difficult or impossible for you to bring an original action against us or against these individuals in a Cayman Islands or Chinese court in the event that you believe that your rights have been infringed under the U.S. federal securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands and of China may render you unable to enforce a judgment against our assets or the assets of our directors and officers. You would also find it difficult to enforce a U.S. court judgment based on the civil liability provisions of the U.S. federal securities laws, in the United States, the Cayman Islands or China, against us or our officers and directors.

Our corporate affairs are governed by our memorandum and articles of association and by the Companies Law, Cap. 22 (Law 3 of 1961, as consolidated and revised) and common law of the Cayman Islands. The rights of shareholders to take legal action against our directors and us, actions by minority shareholders and the fiduciary responsibilities of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which has persuasive, but not binding, authority on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedents in the United States. In particular, the Cayman Islands has a less developed body of securities laws as compared to the United States, and provides significantly less protection to investors. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action before the federal courts of the United States.

As a result of all of the above, our public shareholders may have more difficulty in protecting their interests through actions against us or our management, directors or major shareholders than would shareholders of a corporation incorporated in a jurisdiction in the United States.

***There can be no guarantee that China will comply with the membership requirements of the World Trade Organization.***

Due in part to the relaxation of trade barriers following World Trade Organization accession in January 2002, we believe China will become one of the world's largest markets by the middle of the twenty-first century. As a result, we believe the Chinese market presents a significant opportunity for both domestic and foreign companies. With the Chinese accession to the World Trade Organization, Chinese industries are gearing up to face the new regimes that are required by World Trade Organization regulation. The Chinese government has begun to reduce its average tariff on imported goods. We believe that a tariff reduction on imported goods combined with increasing consumer demand in China may lead to increased demand for our logistics programs. China has also agreed that foreign companies will be allowed to import most products into any part of China. Current trading rights and distribution restrictions are to be phased out over a three-year period. In the sensitive area of intellectual property rights, China has agreed to implement the trade-related intellectual property agreement of the Uruguay Round. As our business is dependent upon the protection of our intellectual property in China and throughout the world, China's decision to implement intellectual property protection standards that coordinate with other major economies is of critical importance to our business and its ability to generate profits. However, there can be no assurances that China will implement any or all of the requirements of its membership in the World Trade Organization in a timely manner, if at all.

***High technology and emerging market shares have historically experienced extreme volatility and may subject you to losses.***

The trading price of our shares may be subject to significant market volatility due to investor perceptions of investments relating to China. In addition, the high technology sector of the stock market frequently experiences extreme price and volume fluctuations, which have particularly affected the market prices of many software companies and which have often been unrelated to the operating performance of those companies.

***Our auditor, like other independent registered public accounting firms operating in China, is not permitted to be subject to inspection by Public Company Accounting Oversight Board, and as such, investors may be deprived of the benefits of such inspection.***

Our independent registered public accounting firm that issues the audit reports included in our annual reports filed with the SEC, as an auditor of companies that are traded publicly in the United States and a firm registered with the Public Company Accounting Oversight Board (United States), or PCAOB, is required by the laws of the United States to undergo regular inspections by PCAOB to assess its compliance with the laws of the United States and professional standards. Because our auditor is located in China, a jurisdiction where PCAOB is currently unable to conduct inspections without the approval of the PRC authorities, our auditor, like other independent registered public accounting firms operating in China, is currently not inspected by PCAOB. Inspections of other firms that PCAOB has conducted outside of China have identified deficiencies in those firms' audit procedures and quality control procedures, which may be addressed as part of the inspection process to improve future audit quality. The inability of PCAOB to conduct inspections of independent registered public accounting firms operating in China makes it more difficult to evaluate the effectiveness of our auditor's audit procedures or quality control procedures. As a result, investors may be deprived of the benefits of PCAOB inspections.

#### **Item 4. Information on the Company**

##### **A. History and Development of the Company**

We were established under the Cayman Islands Companies Law on November 2, 2000 to serve as a holding company for our subsidiary, eFuture (Beijing) Royalstone Information Technology Inc. ("eFuture Royalstone" or "eFuture Beijing", formerly known as eFuture (Beijing) Tornado Information Technology Inc.). eFuture Beijing is a PRC company established in January 2000 for the development of our intellectual property. On October 31, 2006, we listed on the NASDAQ Capital Market under the symbol "EFUT," and we changed our name from "e-Future Information Technology Inc." to "eFuture Information Technology Inc." in December 2008.

##### ***Acquisition and Disposition of Biaoshang and Wangku***

On November 6, 2007, we acquired 51% majority equity interests in Beijing Fuji Biaoshang Information Technology Inc., or Biaoshang, from its original shareholders through our nominee, Mr. Tingchao Zhao, for RMB1.0 million pursuant to an equity transfer agreement between Mr. Tingchao Zhao and Mr. Boyong Jiang, who held 80% equity interests in Biaoshang. Biaoshang was incorporated on September 8, 2000 in Beijing, China and is engaged in information technology services.

On May 14, 2008, we acquired 51% majority equity interests in Beijing Wangku Hutong Information Technology Co., Ltd., or Wangku, from its original shareholders through our nominee Mr. Xuejun Zhang for RMB1.24 million pursuant to an equity transfer agreement between Mr. Xuejun Zhang and the original shareholders. Wangku was incorporated on June 27, 2005 in Beijing, China and is engaged in information technology services.

On July 16, 2010 and March 13, 2011, the Company sold its equity interests in Biaoshang and Wangku, respectively, for an aggregate sale price of RMB9.47 million pursuant to equity transfer agreements.

##### ***Acquisition of the Assets of Guangzhou Royalstone***

In August 2007, we acquired the assets of Guangzhou Royalstone System Integration Co. Ltd., or Guangzhou Royalstone, pursuant to an asset transfer agreement between Crownhead Holding Limited and us whereby we acquired the assets and business of Guangzhou Royalstone from its original shareholders. As a result of the acquisition, we renamed eFuture (Beijing) Tornado Information Technology Inc. to eFuture (Beijing) Royalstone Information Technology Inc..

##### ***Acquisition of the Assets and Business of Proadvancer***

In April 2008, we acquired the assets and business of Proadvancer Systems Inc., or Proadvancer, pursuant to an assets and business transfer agreement between eFuture Royalstone, Proadvance System (BVI), Inc., Mr. Lu Kuang Yang, who is the shareholder of Proadvance, and Proadvance's PRC subsidiaries, Pradvance Systems (Suzhou) Computer Application Software Co., Ltd, Beijing Proadvancer Technology Co., Ltd, whereby we acquired the assets and business of Proadvancer.

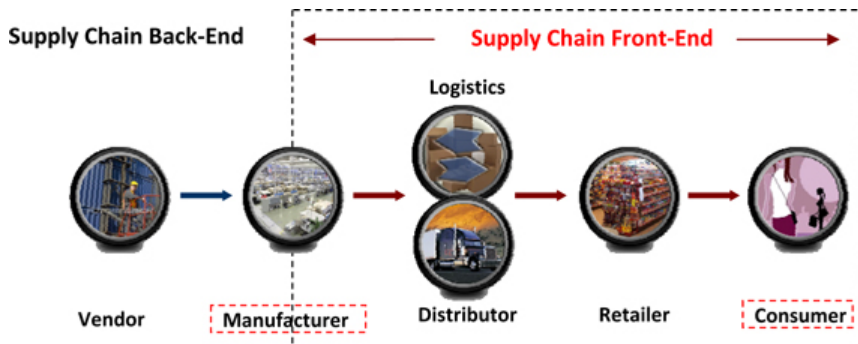
##### ***VIE entity - Changshengtiandi***

PRC laws, rules and regulations currently restrict foreign-invested entities engaging in the operation of internet-related businesses in China. To comply with PRC laws, rules and regulations, we operate our e-Commerce service through our VIE, Changshengtiandi. On January 18, 2011, through eFuture Beijing, we entered into certain contractual arrangements with Changshengtiandi and its shareholders through which we gained effective control over the operations of Changshengtiandi. The contractual agreements consist of (1) Loan Agreement, (2) Share Pledge Agreement, (3) Exclusive Option Agreement, (4) Exclusive Business Cooperation Agreement and its Supplemental Agreement and (5) Power of Attorney.

## B. Business Overview

### General

eFuture is a leading provider of software and services to China's rapidly growing retail and consumer goods industries. eFuture offers one-stop, end-to-end integrated portfolio of software and services from factory to consumer on seven verticals: Fast Moving Consumer Goods (FMCG), Department Store, Shopping Mall, Grocery, Logistics, Specialty Store and Online Retailers. The Company's strong brand recognition and lasting relationships among local and international clients, along with key strategic partnerships with leading global technology companies ensures eFuture's ability to stay at the forefront of industry trends and cement its leading role in China's booming retail and consumer markets.



### Vision

Where there are consumers, there is eFuture.

### Mission

Creating a happy consumer world.

### Our Market

eFuture's software solutions and services are focused on the retail and consumer goods industries, and work with market-leading companies within these sectors. In China, retail sales accounted for almost 39% of GDP in 2011 and have shown a constant upward trend between 2006 and 2011, with a CAGR of 18.4%. In 2011, China's retail sales reached RMB18.4 billion, representing a growth rate of 17.1% over 2010. The rapid growth of the retail and consumer goods industry in China has been driven by powerful macro-economic trends that continue today-increasing GDP, rapid urbanization, improving quality of life and increasing national disposable income. According to a report by IDC in May 2011, total expenditure on IT solutions in China's retail industry was almost RMB1.83 billion in 2010. For more information regarding our industry and trends see Item 5(D) - Trend Information of this report.

### Our Clients

eFuture's clients include manufacturers, distributors, resellers, logistics companies and retailers. The Company's client base encompasses global corporations such as Procter & Gamble, Pepsi, L'Oreal, Kimberly-Clark, Gucci and B&Q as well as leading Chinese companies. Its domestic client base includes over 30 companies that were ranked among China's top 100 retailers during 2011, such as Suning, Shanghai Bailian-Lianhua, China Resources Vanguard and Beijing Wangfujing.



超市



百货



购物中心



专营专卖



快速消费品



物流



电子商务



## Growth Strategy

As a leading provider of software solutions and services in the retail and consumer goods industries in China, we focus on the following organic and acquisitive growth strategies:

- **Organic Growth** - We plan to drive the long-term organic growth and profitability of our core software business and professional service by:
  - ♦ Strengthening our core software core business while increasing more stable recurring service and consulting service revenues;
  - ♦ Pursuing profitable growth by improving our delivery cost and operating expense structure and
  - ♦ Investing in innovation, such as, mobile computing and social commerce to further broaden cloud service offerings.
- **Mergers and Acquisitions ("M&A")** &#8212 We expect to expand our business through our merger and acquisition strategy of targeted "fill-in" acquisitions. We plan to actively pursue various M&A opportunities that complement organic growth by focusing on targets that will help us to:
  - ♦ *Diversify our product offering and create additional recurring revenue streams* &#8212 We plan to seek out Independent Software Vendors (ISV) with offerings complementary to our solutions, in industries such as fashion, auto, consumer electronics, drugstores and fast-moving consumer goods, and with products and services that deliver a stable and recurring revenue stream.
  - ♦ *Broaden our regional coverage* &#8212 We are particularly interested in ISVs with extensive coverage in South, East, and North China.
  - ♦ *Penetrate the small and medium sized businesses (SMB) market* - Companies with standardized, scalable product offerings that facilitate penetration into SMBs in China's tier 2 and tier 3 cities.

## **Our Products and Services**

eFuture provides a one-stop, end-to-end integrated portfolio of software and services for the front-end supply chain from factory to consumer. eFuture has three business lines: software, professional services and cloud service.

- Software Solutions is eFuture's core business. The Company's software solutions include the management of merchandizing, distribution, warehousing, supply chains, customer relationships, logistics and points of sale. They are highly scalable and can be deployed either individually or together with back-end systems. These solutions offer enhanced decision making and responsiveness to consumer demands, along with increased efficiency, which all ultimately drive profit growth.
- Professional Services is eFuture's fast growing business, and covers operations, delivery, consulting, maintenance and support services via the Company's nationwide service centers and their team of dedicated professionals.
- Cloud Service is eFuture's seed business, and consists of cloud services based on cloud computing architecture, such as Salesforce Automation ("SFA").

By solidifying our core software business, growing professional service revenues, and developing our cloud service offerings and capabilities, we have established a diverse platform which we believe will allow us to further expand our market share and generate consistent revenue in the coming years.

## ***Software Solutions***

Our software solutions are specifically designed to optimize demand processes from factory to consumer, and to address SCM, business processes, decision support, inventory optimization, collaborative planning and forecasting requirements. Our software solutions integrate industry know-how with predictive information technologies, consulting services and best practices to help our clients create, manage and fulfill customer demand.

Our solutions can be deployed individually to meet specific needs, or as part of a scalable and fully-integrated end-to-end solution. Our software solutions consist of three independently deployable groups of products: Foundation Solutions, Collaborative Solutions and Intelligent Solutions, which range from internal and external collaborative process management to sophisticated business analysis.

*Foundation Solutions* are used to meet client needs for services such as retail management, point of sale ("POS"), distribution management, logistics management, warehouse management, vendor payment and control and loyalty card management. Our clients use several of our Foundation Solutions, depending on the type of customer and their needs

*Collaborative Solutions* are used to meet client needs for services such as visual SCM and visual process management systems. Depending on the type of customer and their specific needs, our clients use a variety of our Collaborative Solutions.

*Intelligent Solutions* are used to meet client needs for services such as business intelligence, brand analysis, supplier relationship management and customer relationship management systems.

### ***Professional Services***

Our software professional services business includes recurring maintenance and support services on existing software installations, delivery services, consulting services and outsourcing services.

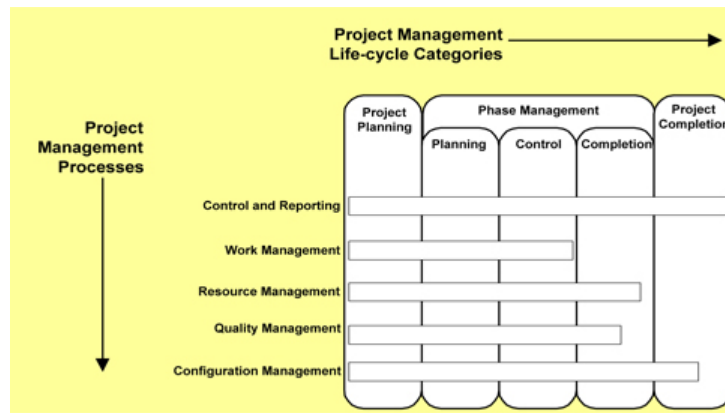
*Maintenance and Support Service* is provided following the installation of our software solutions, as clients will typically require ongoing maintenance support and software upgrades to ensure the efficient operation of their system. These services are designed to assist our customers with integration issues and to answer questions that may arise.

Following a one-year regular maintenance program that is an element of our initial software installation, our customers may choose to purchase three types of continued annual maintenance services. Under our Regular Service, we generally provide remote support over the telephone or internet during regular business hours. For our customers who elect to purchase our Advanced Service at a higher cost, we will provide these services at the customer's location and on a real-time basis, if appropriate. We can also provide a Customized Service when some customers require a dedicated service executive and customized service plan with additional cost. Each level of maintenance offers customers a variety of options to meet their particular needs.

While on-site with our customers, it is common for us to identify problems and issues that we believe the customer should consider in connection with the use of our software. Items that we may discuss with our customers include increasing the size of data storage or the configuration of hardware. We report these identified items by giving written recommendations for actions the customer should consider. These services are simply a report of our suggestions and is not an extensive evaluation that would be performed under our consulting arrangements. If our customer deems additional services to be necessary, we will enter into a separate consulting agreement with the customer. These maintenance services are unrelated to the development and installation of program upgrades that we develop from time to time.

*Delivery Service* is provided to customers to assist in planning and executing their projects throughout the process. We typically provide the following services at different stages in the management of a project, as illustrated below:





*Consulting Service* is provided by our consulting services group which consists of business consultants, systems analysts and technical personnel with extensive retail, manufacturing, and wholesale industry experience. The consulting services group assists our customers in all phases of systems implementation that exceed the limited services we provide under our maintenance arrangements, including systems planning and design, customer-specific configuration of application modules, and on-site implementation or conversion from existing systems. We also offer a variety of post-implementation consulting services designed to maximize our customers' return on software investment, which include enhanced utilization reviews and business process optimization.

*Outsourcing Service* is flexible by design to meet our clients' changing requirements, eFuture outsourcing services can manage all or parts of our clients' non-core business processes or technology operations, from selective outsourcing to full-scope system and network outsourcing and data center management. eFuture teams manage and operate the client's internal business processes. Leveraging technology with our industry and process expertise, we provide design, development, implementation, operation, and continuous improvement for both IT and business functions. Our call center, based in Wuhan and also referred to as our help desk department, provides a single point of contact to receive and manage all customers' requests (problem notification, information request, service request) across the entire range of services provided.

#### **Cloud Service ([www.cloudsales.com.cn](http://www.cloudsales.com.cn))**

Cloud service is eFuture's seed business, and consists of cloud services based on cloud computing architecture, such as Salesforce Automation ("SFA").

The official launch of our cloud service offering marked an important milestone in the development of our company, and allows us to offer an expanded portfolio of solutions to China's retail and fast moving consumer goods industries.

Our offering will consist of a mobile-based Sales Force Automation platform that sales teams of consumer goods companies can access via Android, iPhone or tablets. Our cloud service offering is a cost-effective solution for clients as they are charged a monthly fee rather than being required to make a significant upfront license fee payment or buy additional hardware. This, in turn, translates into recurring revenue for eFuture.

Our cloud service offering is built for the fast moving consumer goods (FMCG) industry, designed to speed up and simplify all aspects of the sales process. Through our user-friendly offering, clients can enjoy an increase in revenue by engaging with real-time information on replenishment and promotions. The software also allows sales teams to devote their energies to creating and managing customer relationships, and provides the tools needed to enhance the performance of travelling sales representatives.

#### **Sales and Marketing**

To provide an ideal opportunity with which to build relations with local clients and raise our profile within the local community, we opened offices in seven tier 2 cities in 2011, namely Qingdao, Xian, Fuzhou, Hangzhou, Nanjing, Chongqing and Shenzhen. These offices provide a centralized hub from which eFuture can extend its reach across a number of functions and business units.

To date, we have provided our products and services to businesses located throughout China via our extensive nationwide network:

- Headquartered in Beijing
- R&D centers in Beijing, Guangzhou and Wuhan
- Regional service centers in Beijing, Shanghai, Guangzhou, Wuhan, Qingdao, Xi'an, Fuzhou, Hangzhou, Nanjing, Chongqing and Shenzhen



As we grow our business and implement more sophisticated systems to directly drive top- and bottom-line expansion, we remain conscious of the benefits of capitalizing on our industry-wide reputation for thought leadership. In light of this, we began producing a Chinese-language publication called eFuture Business Review that we distribute to clients and industry experts. This publication contains articles and opinion pieces on the latest industry trends and issues such as mergers & acquisitions, retail business models, B2C, and logistics and supply chain management, creating a vehicle for communicating our industry leadership and keeping eFuture's expertise at the forefront of clients' minds.

Another way in which we cement our position in the industry is by sharing our expertise at industry conferences. During the second quarter, we participated in leading industry conferences hosted by organizations such as the China Commerce Association for General Merchandise, the China General Chamber of Commerce and the China Chain Store & Franchise Association. At the IBM 2011 China Partner Conference, we were delighted to receive the "IBM 2010 Market Leadership Achievement" award. As well as giving us an opportunity to demonstrate our thought leadership, participation in these conferences also allows our executives to interact with other industry leaders and engage in stimulating discussions that are inevitably beneficial to eFuture. During the quarter, in addition to these industry conferences, we also engaged in our own regional marketing initiatives, which involved presenting our solutions to clients at local venues throughout China.

In the third quarter, eFuture holds an annual client conference at which we feature presentations by executives from companies such as Accenture, IBM, Taobao Mall and China Resources Vanguard. Industry and academic experts from China and abroad attend the conference, as well as representatives from leading media outlets and our key clients and partners. The conference provides an excellent platform for us to deepen client relationships by capitalizing on our industry-wide reputation for thought leadership. This reputation, combined with our cutting-edge technological solutions and services, continues to make us the partner of choice for retail and consumer goods companies as they expand their China operations.

This year's conference, which was held in September, was themed around our vision for "creating a happy consumer world" for interconnected consumers, retailers, suppliers and workers. This vision positions eFuture as an increasingly integral part of front-end supply management in China, and ensures the company's long-term health and business expansion.

We celebrated the launch of our cloud service offering at the 13th China Retail Industry Convention and China Chain Store Expo, which was held in November 2011 and attended by senior executives from China's Top 100 retailers, as well as industry experts and representatives from leading media outlets.

#### **Delivery Team Upgrade**

In 2011, we successfully completed our delivery team upgrade, which was a major initiative designed to enable us to take on more projects, as well as to manage our cost base more effectively.

In order to deliver a more localized delivery service and also reduce the costs of providing this service, we established four regional delivery centers in North China, East China, Central China and South China. The opening of these centers brought us physically closer to our clients, and brought with it the added bonus of lower operating costs in some locations and the opportunity to develop even stronger ongoing relationships with our clients, something which often leads to repeat business and new customer leads. In addition, we have built a central kitchen with 7 vertical product lines to provide the centralized processing of clients' various demands. This removes the need to carry out a significant amount of customization work at the client's premises, as was the case in the past.

To further improve customer experience and enhance the value of eFuture's products and services for clients, we established work processes during the fourth quarter to optimize workflow efficiencies between regional delivery teams and company-level technical support teams. We also honed the team's ability to plan, organize and manage resources by putting over 80 project managers through training courses. In addition, the on- and off-the-job training we have given to new joiners has resulted in them being able to quickly reach the required standards to carry out complex delivery work.

As a complement to our delivery team upgrade initiative, we have also set up a maintenance hotline, staffed from a central call center in Wuhan, to take client calls from throughout China. This hotline is a cost-effective way of enhancing the level of client service we are able to provide, and increases our competitiveness within China's retail IT industry.

With the completion of our delivery team upgrade, we are well placed to take on more projects and execute them with greater levels of efficiency and at lower cost than previously. We ultimately expect this upgrade to reduce inventory cycle time and to have a positive effect on margins.

#### **Collaborative Efforts and Recognition**

eFuture partners with leading global companies such as IBM and Oracle to co-develop software and implement partners' solutions locally.

As of the date of this annual report, we have entered into the following agreements with large global corporations to generate business opportunities:

- In 2007, IBM awarded us its Solution Developer Partnership Award - Asia Pacific Region. We have partnered with IBM to provide customer management systems and integrated retail supply chain software systems throughout China.
- In 2007, we entered into a Value Added Systems Integrator ("VASI") Agreement with JDA® Software Group, Inc. (NASDAQ: JDAS) pursuant to which we will aim to integrate people, processes and technology to provide local retailers with proven, robust solutions at an affordable price.
- In 2007, we entered into an Independent Software Vendor Agreement with Motorola (China) Electronics Ltd., a subsidiary of Motorola, Inc. (NYSE: MOT) pursuant to which we will aim to integrate people, processes and technology to provide local retailers with proven, robust mobile solutions at an affordable price.
- In 2007, we entered into an Independent Software Vendor Agreement with Samsung Network China, Inc. pursuant to which we will aim to integrate people, processes and technology to provide local retailers with proven, robust mobile point of sales solutions at an affordable price.
- In 2008, we expanded our collaboration with IBM to launch a SaaS solution for the retail distribution industry in China. By combining IBM's integrated infrastructure and platforms with our expertise and best practices in front-end supply chain total solutions and service, we are confident that our partnership will allow us to offer first-rate solutions and services for upscale retailers in China's consumer goods and retail industry.
- In 2009, through our collaboration with IBM, we launched China's first SaaS solution for the retail distribution industry. We successfully completed the deployment of the solution at select Beijing Wangfujing Department Store Group ("Wangfujing Group") stores in Beijing. Wangfujing Group is one of the largest retail groups in Beijing.
- In 2009, we entered into a strategic relationship with JDA Software focused on collaborative growth. We believe this alliance will fuel delivery of our combined solution, which is designed to help retail and consumer goods companies in China optimize their operations and improve profitability.

As of the date of this annual report, we have been granted the following awards:

- In 2010, IBM awarded us with the title of Excellent Application Solution Provider in Asia Pacific Region.
- At the IBM 2011 China Partner Conference, we received the "IBM 2010 Market Leadership Achievement" award.
- In 2011, integrated IT service provider Digital China named eFuture "Best Solution Partner in the Distribution Industry".
- In 2011, we were also recognized as "Best logistics service provider in the business services sector" at an event convened by the Chinese General Chamber of Commerce and the China Business Herald.

### **Competitive Landscape**

The competitive landscape differs depending on the customer, so eFuture divides its customer pool into three tiers.

Tier 1 - multinational corporations in the retail and FMCG markets with operations in China. eFuture's biggest advantage within this tier is its "glocal" reach, meaning global, yet localized. Its competitors in this tier include players that are larger and possibly international, but that are less experienced in the Chinese market and often address other market segments. In contrast, eFuture focuses strictly on the retail and consumer goods sector. eFuture's strategy is to provide global solutions with local service by collaborating with larger technology companies such as IBM and Oracle.

Tier 2 - the top 100 retailers and leading regional retailers in China. Here, eFuture enjoys strong brand recognition and is competing with global and local competitors. Over 30 of China's top 100 retailers in 2010 are eFuture customers. eFuture's global best practice offering features competitive pricing and more flexible, localized solutions, which gives eFuture a clear competitive advantage when addressing Tier 2 customers.

Tier 3 - all retail and FMCG companies outside the Tier 2 market. In this space, eFuture is competing with 150+ companies that deliver solutions to small and medium-sized businesses located throughout China. Two years ago, eFuture started to conduct marketing activities in this space, which helped it acquire more market share.

We encounter competitive products from a variety of vendors. We believe that while our markets are still subject to intense competition, the number of significant competitors for business in China is relatively limited. We believe our principal competitive advantages are:

- a leading position in China's retail and consumer goods software and services market
- strong brand recognition among international and local clients
- strategic partnerships with leading global technology companies
- one-stop, end-to-end integrated portfolio of products and services

### **Research & Development**

We believe that innovation is key to our future growth, and we're investing in R&D to maintain the attractiveness and effectiveness of our software and service offerings. In particular, we've taken the decision to centralize our product development in one location to enjoy economies of scale and facilitate the transfer of knowledge within our R&D team. We continue to develop our cloud service seed business, and are in the process of building an experience and dedicated team to work on this potential new revenue stream, which will potentially lead towards more stable and balanced revenue streams throughout the year for our business as a whole.

The official launch of our cloud service offering marked an important milestone in the development of our company, and allows us to offer an expanded portfolio of solutions to China's retail and fast moving consumer goods industries.

SFA platform is a mobile-based cloud service offering, that is targeted at FMCG companies and can be accessed via both Android and iPhone. Sales reps can access real-time information on replenishment and promotions while they're out on the road, and can therefore work more effectively and focus on making sales. Our mobile cloud service platform will help even out our income stream, as it provides recurring revenue on a monthly basis.

During 2012, we plan to innovate further within the cloud services space to explore its long-term revenue-generation potential, while simultaneously solidifying our leading position within China's retail and consumer goods industry. Our overall focus remains on driving top-line growth, as well as investing to capture long-term opportunities within the growing mobile internet and social commerce markets.

### **Intellectual Property**

Our success and competitive position depend in part upon our ability to develop and maintain the proprietary aspect of our technology. The reverse engineering, unauthorized copying, or other misappropriation of our technology could enable third parties to benefit from our technology without paying for it. We rely on a combination of trademarks, trade secrets, copyright law and contractual restrictions to protect the proprietary aspects of our technology. We seek to protect the source code to our software, documentation and other written materials under trade secret and copyright laws. While we actively take steps to protect our proprietary rights, such steps may not be adequate to prevent the infringement or misappropriation of our intellectual property. This is particularly the case in China where the laws may not protect our proprietary rights as fully as in the United States.

We license our software products under signed license agreements that impose restrictions on the licensee's ability to utilize the software and do not permit the re-sale, sublicense or other transfer of the software. Finally, we seek to avoid disclosure of our intellectual property by requiring employees and independent consultants to execute confidentiality agreements with us and by restricting access to our source code.

Although we develop our own software products, each is based upon middleware developed by third parties, including IBM and Oracle. We integrate this technology, licensed by our customers from third parties in our software products. If our customers are unable to continue to license any of this third party software, or if the third party licensors do not adequately maintain or update their products, we would face delays in the release of our software until equivalent technology can be identified, licensed or developed, and integrated into our software products. These delays, if they occur, could harm our business, operating results and financial condition.

There has been a substantial amount of litigation in the software and internet industries regarding intellectual property rights. It is possible that in the future third parties may claim that our current or potential future software solutions infringe their intellectual property. We expect that software product developers and providers of e-commerce products will increasingly be subject to infringement claims as the number of products and competitors in our industry segment grows and the functionality of products in different industry segments overlaps. In addition, we may find it necessary to initiate claims or litigation against third parties for infringement of our proprietary rights or to protect our trade secrets. Although we may disclaim certain intellectual property representations to our customers, these disclaimers may not be sufficient to fully protect us against such claims. We may be more vulnerable to patent claims since we do not have any issued patents that we can assert defensively against a patent infringement claim. Any claims, with or without merit, could be time consuming, result in costly litigation, cause product shipment delays or require us to enter into royalty or license agreements. Royalty or licensing agreements, if required, may not be available on terms acceptable to us or at all, which could have a material adverse effect on our business, operating results and financial condition.

Our standard software license agreements contain an infringement indemnity clause under which we agree to indemnify and hold harmless our customers and business partners against liability and damages arising from claims of various copyright or other intellectual property infringement by our products. We have never lost an infringement claim and our costs to defend such lawsuits have been insignificant. Although it is possible that in the future third parties may claim that our current or potential future software solutions infringe on their intellectual property, we do not currently expect a significant impact on our business, operating results, or financial condition.

## **Regulations**

### *Regulation of Software Products*

On October 27, 2000, the Ministry of Information Industry issued the Administrative Measures on Software Products (the "Software Measures") to strengthen the regulation of software products and to encourage the development of the Chinese software industry. Under the Software Measures, a software developer must have all software products imported into or sold in China tested by a testing organization approved by the Ministry of Information Industry. The software products must be registered with the Ministry of Information Industry or with its provincial branch. The sale of unregistered software products in China is forbidden. Software products can be registered for five years, and the registration is renewable upon expiration.

### *Regulation of Intellectual Property Rights*

China has adopted legislation governing intellectual property rights, including trademarks and copyrights, and in 1998, China established the State Intellectual Property Office ("SIPO") to coordinate China's intellectual property enforcement efforts. SIPO is responsible for granting and enforcing patents, as well as coordinating intellectual property rights related to copyrights and trademarks. Protection of intellectual property in China follows a two-track system. The first track is administrative in nature, whereby a holder of intellectual property rights files a complaint at a local administrative office. Determining which intellectual property agency can be confusing, as jurisdiction of intellectual property matters is diffused throughout a number of government agencies and offices, each of which is typically responsible for the protection afforded by one statute or one specific area of intellectual property-related law. The second track is a judicial track, whereby complaints are filed through the Chinese court system. Since 1993, China has maintained various intellectual property tribunals. The total volume of intellectual property related litigation, however, remains small.

*Copyright* China adopted its first copyright law in 1990. The National People's Congress amended the Copyright Law in 2001 to widen the scope of works and rights that are eligible for copyright protection. The amended Copyright Law extends copyright protection to software products, among others. In addition, there is a voluntary registration system administered by the China Copyright Protection Center. Unlike patent and trademark registration, copyrighted works do not require registration for protection. Protection is granted to individuals from countries belonging to the international copyright conventions or bilateral agreements of which China is a member.

*Trademark* The Chinese Trademark Law, adopted in 1982 and revised in 1993 and 2001, protects registered trademarks. The Trademark Office under the Chinese State Administration for Industry and Commerce handles trademark registrations and grants a term of ten years to registered trademarks. Trademark license agreements must be filed with the Trademark Office for record. China has a "first-to-register" system that requires no evidence of prior use or ownership. We have registered a number of our product names with the Trademark Office.

China is a signatory to the main international conventions on intellectual property rights and became a member of the Agreement on Trade Related Aspects of Intellectual Property Rights upon its accession to the WTO in December 2001.

Although there are differences in intellectual property rights between the United States and China, the most significant difference to our company is the inexperience of China in connection with the development and protection of intellectual property rights. Similar to the United States, China has chosen to protect software under copyright law rather than trade secret, patent or contract law. As such, we will attempt to protect our most significant asset (software) pursuant to Chinese laws that have only recently been adopted. Unlike the United States, which has lengthy case law related to the interpretation and applicability of intellectual property law, China is currently in the process of developing such interpretations.

#### **Seasonality**

Like many other Chinese companies operating in China, our businesses tends to be slower in the quarter that includes the month of March and tends to be to be stronger in the quarter that includes December due to Chinese New Year factor and the budgeting practice that is on calendar basis adopted by government agencies and most Chinese private enterprises.

#### **C. Organizational structure**

The following is a list of our subsidiaries and consolidated affiliated entities established since our inception, all of which were organized in China:

<b><u>Name</u></b>	<b><u>Date entity joined the Company</u></b>	<b><u>Relationship</u></b>
eFuture (Beijing) Royalstone Information Technology Inc.	November 2000	Wholly-owned subsidiary
Beijing Changshengtiandi Ecommerce Co., Ltd.	January 2011	Consolidated affiliated entity

Our principal executive offices and headquarters in Beijing moved to the central business district in May of 2009 located at 8/F Topnew Tower, 15 Guanghua Road, Chaoyang District, Beijing 100026, China. Our telephone number is +86 10 5293 7699, and our fax number is +86 10 5293 7688.

#### **D. Property, Plant and Equipment**

##### *Facilities*

We currently operate twelve facilities throughout China. Our headquarters are located in Beijing.



<b>Office</b>	<b>Address</b>	<b>Rental Term</b>	<b>Space</b>
Beijing	8/F Topnew Tower 15 Guanghua Road Chaoyang District Beijing 100026, PRC	Expires April 25, 2015	1,496.77 sq. meters
Shanghai	Floor 19E, F, G, H, I Shentong Information Plaza 55 West Road of Huaihai Street Shanghai, Xu Jiahu District, PRC	Expires March 19, 2013	757.47 sq. meters
Nanjing	Room 2410, No. 3 Building Jiaye International City 158 Lushan Road, Jianye District Nanjing, Jiangsu Province, PRC	Expires December 31, 2013	327.57 sq. meters
Shijiazhuang	R2108, Floor 21 Changan Plaza 289 East Road of Zhongshan Street Shijiazhuang, Hebei Province, PRC	Expires December 31, 2012	647.68 sq. meters
Guangzhou	Rear Building Huicheng Plaza 130 Zhongshan Street Guangzhou, Guangdong Province, PRC	Expires March 31, 2014	1,760 sq. meters
Wuhan	Floor 36 and 40 No. 7 Zhongnan Road, Wuchang District Wuhan, Hubei Province, PRC	Expires May 19, 2015	2293.73 sq. meters
Qingdao	Floor 6 C, Block A No. 11 Building Qingdao Software Park No. 288 Ningxia Road, Shinan District Qingdao, Shandong Province, PRC	Expires December 31, 2012	107.98 sq. meters
Xi'an	Room 1235, Floor 12, Unit 1 Yu Long International No. 183 Dong'er Road Xi'an, Shanxi Province, PRC	Expires April 5, 2013	139.17 sq. meters
Fuzhou	Room 06, Floor9 Rongcheng Commercial & Trade Center No.129 Wuyi North Road, Gulou District Fuzhou, Fujian Province, PRC	Expires May 31, 2014	100.84 sq. meters
Hangzhou	Floor 20 Zhongdu Department Store Plaza, 87 Qingchun Road Xiacheng District, Hangzhou, Zhejiang Province, PRC	Expires March 24, 2014	170 sq. meters
Chongqing	Room 02, Floor 32 Maoye East Times Jianxin North Road, Jiangbei District Chongqing, PRC	Expires May 26, 2012	181 sq. meters
Shenzhen	Room G, H & L, Floor8, International Trade Business Building, Nanhu Road, Luohu District, Shenzhen	Expires June 30, 2014	492.43 sq. meters

As of the date of this report, we do not have any material plans, agreements or obligations to construct, expand or improve any facilities.

**Item 4A. Unresolved Staff Comments**

Not applicable.

## **Item 5. Operating and Financial Review and Prospects**

*The following discussion and analysis should be read in conjunction with our audited historical consolidated financial statements, together with the respective notes thereto, included elsewhere in this prospectus. Our audited historical consolidated financial statements have been prepared in accordance with US GAAP. This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. See "Introduction &#8212 Forward-Looking Statements." In evaluating our business, you should carefully consider the information provided under Item 3.D, "Risk Factors." We caution you that our businesses and financial performance are subject to substantial risks and uncertainties.*

### **A. Operating Results**

#### **Overview**

eFuture is a leading provider of software and services to China's rapidly growing retail and consumer goods industries. eFuture offers one-stop, end-to-end integrated portfolio of software and services from factory to consumer on seven verticals: Fast Moving Consumer Goods (FMCG), Department Store, Shopping Mall, Grocery, Logistics, Specialty Store and Online Retailers. The Company's strong brand recognition and lasting relationships among local and international clients, along with key strategic partnerships with leading global technology companies ensures eFuture's ability to stay at the forefront of industry trends and cement its leading role in China's booming retail and consumer markets.

#### **Summary of 2011 Operations**

In 2011, we successfully completed our delivery team upgrade, a major initiative designed to enable us to take on more projects, as well as to manage our cost base more effectively.

In order to deliver a more localized delivery service and also reduce the costs of providing this service, we established four regional delivery centers in North China, East China, Central China and South China. The opening of these centers brought us physically closer to our clients, and brought with it the added bonus of lower operating costs in some locations and the opportunity to develop even stronger ongoing relationships with our clients, something which often leads to repeat business and new customer leads. In addition, we have built a central kitchen with 7 vertical product lines to provide the centralized processing of clients' various demands. This removes the need to carry out a significant amount of customization work at the client's premises, as was the case in the past.

To further improve customer experience and enhance the value of eFuture's products and services for clients, we established work processes during the fourth quarter to optimize workflow efficiencies between regional delivery teams and company-level technical support teams. We also honed the team's ability to plan, organize and manage resources by putting over 80 project managers through training courses. In addition, the on- and off-the-job training we have given to new joiners has resulted in them being able to quickly reach the required standards to carry out complex delivery work.

As a complement to our delivery team upgrade initiative, we have also set up a maintenance hotline, staffed from a central call center in Wuhan, to take client calls from throughout China. This hotline is a cost-effective way of enhancing the level of client service we are able to provide, and increases our competitiveness within China's retail IT industry.

With the completion of our delivery team upgrade, we are well placed to take on more projects and execute them with greater levels of efficiency and at lower cost than previously. We ultimately expect this upgrade to reduce inventory cycle time and to have a positive effect on margins.

On January 18, 2011, Changshengtiandi became our VIE through a series of contractual agreements. Changshengtiandi is engaged in social commerce service and it realized a net loss of RMB649,830 (US\$103,248) for the period from January 18, 2011 to December 31, 2011.

### ***Results of Operations***

The following table presents the results of our operations for the years indicated. Our historical reporting results are not necessarily indicative of the results to be expected for any future period.

## Chinese Yuan (Renminbi)

	For the Years Ended December 31,		
	2009	2010	2011
<b>Revenues</b>			
Software revenue	¥ 54,187,769	¥ 63,887,988	¥ 52,599,132
Hardware revenue	21,518,084	35,805,127	38,838,235
Service fee revenue	33,130,034	52,209,569	83,011,113
<b>Total Revenues</b>	<b>108,835,887</b>	<b>151,902,684</b>	<b>174,448,480</b>
<b>Cost of revenues</b>			
Cost of software revenue	(13,805,682)	(11,952,426)	(12,658,868)
Cost of hardware revenue	(17,294,931)	(31,282,457)	(32,412,956)
Cost of service fee revenue	(22,067,175)	(30,748,994)	(57,885,408)
Amortization of acquired technology	(11,513,910)	(10,353,492)	(7,838,965)
Amortization of software costs	(4,280,233)	(4,734,364)	(3,319,857)
Impairment loss of intangible assets	-	(2,401,502)	(4,135,194)
<b>Total Cost of Revenues</b>	<b>(68,961,931)</b>	<b>(91,473,235)</b>	<b>(118,251,248)</b>
<b>Gross Profit</b>	<b>39,873,956</b>	<b>60,429,449</b>	<b>56,197,232</b>
<b>Operating Expenses</b>			
Research and development expenses	(3,165,788)	(8,152,923)	(4,666,122)
General and administrative expenses	(33,620,855)	(39,253,368)	(46,231,355)
Selling and distribution expenses	(27,519,934)	(34,755,979)	(24,845,248)
<b>Total Operating Expenses</b>	<b>(64,306,577)</b>	<b>(82,162,270)</b>	<b>(75,742,725)</b>
<b>Loss from operations</b>	<b>(24,432,621)</b>	<b>(21,732,821)</b>	<b>(19,545,493)</b>
<b>Other income (expenses)</b>			
Interest income	589,508	588,600	534,203
Interest expenses	(450,817)	(636,050)	(550,338)
Interest expenses - amortization of discount on convertible notes payable	(13,316)	(13,712)	(6,431,872)
Interest expenses - amortization of deferred loan costs	(350,996)	(369,516)	(474,399)
Finance cost - exchange warrants	-	(1,443,888)	-
Loss on investments	-	(54,192)	(240,000)
Gains on derivative liabilities	1,290,329	3,429,479	347,565
Other income	-	-	873,697
Foreign currency exchange loss	(133,087)	(530,939)	(36,864)
<b>Loss from continuing operations before income tax</b>	<b>(23,501,000)</b>	<b>(20,763,039)</b>	<b>(25,523,501)</b>
Less: Income tax benefit	(1,513,216)	(1,770,001)	(571,857)
<b>Loss from continuing operations</b>	<b>(21,987,784)</b>	<b>(18,993,038)</b>	<b>(24,951,644)</b>
<b>Less: Net loss attributable to the non-controlling interest</b>	<b>(2,099,874)</b>	<b>(1,606,146)</b>	<b>(511,423)</b>
<b>Net loss from continuing operations attributable to eFuture Information Technology Inc.</b>	<b>(19,887,910)</b>	<b>(17,386,892)</b>	<b>(24,440,221)</b>
<b>Discontinued operations</b>			
Gain (Loss) from discontinued operations (including gain on disposal of nil, ¥3,427,236 and ¥6,701,170(\$1,064,709), respectively)	(5,260,675)	63,471	5,609,352
Less: Income tax expenses	116,912	-	-
<b>Gain (Loss) from discontinued operations</b>	<b>(5,377,587)</b>	<b>63,471</b>	<b>5,609,352</b>
<b>Net loss</b>	<b>¥ (25,265,497)</b>	<b>¥ (17,323,421)</b>	<b>¥ (18,830,869)</b>
<b>Earnings (Loss) per ordinary share</b>			
Basic	¥ (7.51)	¥ (4.53)	¥ (4.56)
- Continuing operations	(5.91)	(4.55)	(5.92)
- Discontinued operations	(1.60)	0.02	1.36
Diluted	¥ (7.51)	¥ (4.53)	¥ (4.56)
- Continuing operations	(5.91)	(4.55)	(5.92)
- Discontinued operations	(1.60)	0.02	1.36
<b>Basic Weighted-average Shares Outstanding</b>	<b>3,362,986</b>	<b>3,822,386</b>	<b>4,130,221</b>
<b>Fully-Diluted Weighted-average Shares Outstanding</b>	<b>3,396,881</b>	<b>3,831,803</b>	<b>4,130,221</b>

The following table sets forth certain selected financial information expressed as a percentage of total revenues for the periods indicated and cost of revenues and product development expenses expressed as a percentage of the related revenues. In addition, the table sets forth a comparison of selected financial information, expressed as a percentage change in 2009, 2010 and 2011.

**RMB**

	<b>FY 2009</b>	<b>Percentage of FY 2009 Revenues</b>	<b>FY 2010</b>	<b>Percentage of FY 2010 Revenues</b>	<b>FY 2011</b>	<b>Percentage of FY 2011 Revenues</b>	<b>Change FY 2009 v FY 2010</b>	<b>% Change</b>	<b>Change FY 2010 v F Y 2011</b>	<b>% Change</b>
<b>Revenues</b>										
Software sales	54,187,769	49.8%	63,887,988	42.1%	52,599,132	30.2%	9,700,219	17.9%	(11,288,856)	-17.7%
Hardware sales	21,518,084	19.8%	35,805,127	23.6%	38,838,235	22.3%	14,287,043	66.4%	3,033,108	8.5%
Service fee income	33,130,034	30.4%	52,209,569	34.4%	83,011,113	47.5%	19,079,535	57.6%	30,801,544	59.0%
<b>Total Revenues</b>	<b>108,835,887</b>	<b>100.0%</b>	<b>151,902,684</b>	<b>100.0%</b>	<b>174,448,480</b>	<b>100.0%</b>	<b>43,066,797</b>	<b>39.6%</b>	<b>22,545,796</b>	<b>14.8%</b>
<b>Cost of Revenues</b>										
Cost of software	(13,805,682)	-12.7%	(11,952,426)	-7.9%	(12,658,868)	-7.3%	1,853,256	-13.4%	(706,442)	5.9%
Cost of hardware	(17,294,931)	-15.9%	(31,282,457)	-20.6%	(32,412,956)	-18.6%	(13,987,526)	80.9%	(1,130,499)	3.6%
Cost of service fee income	(22,067,175)	-20.3%	(30,748,994)	-20.2%	(57,885,408)	-33.1%	(8,681,819)	39.3%	(27,136,414)	88.3%
Amortization of acquired technology	(11,513,910)	-10.6%	(10,353,492)	-6.8%	(7,838,965)	-4.5%	1,160,418	-10.1%	2,514,527	-24.3%
Amortization of software costs	(4,280,233)	-3.9%	(4,734,364)	-3.1%	(3,319,857)	-1.9%	(454,131)	10.6%	1,414,507	-29.9%
Impairment loss of intangible assets	-	0.0%	(2,401,502)	-1.6%	(4,135,194)	-2.4%	(2,401,502)	100.0%	(1,733,692)	72.2%
<b>Total Cost of Revenue</b>	<b>(68,961,931)</b>	<b>-63.4%</b>	<b>(91,473,235)</b>	<b>-60.2%</b>	<b>(118,251,248)</b>	<b>-67.8%</b>	<b>(22,511,304)</b>	<b>32.6%</b>	<b>(26,778,013)</b>	<b>29.3%</b>
<b>Gross Profit</b>	<b>39,873,956</b>	<b>36.6%</b>	<b>60,429,449</b>	<b>39.8%</b>	<b>56,197,232</b>	<b>32.2%</b>	<b>20,555,493</b>	<b>51.6%</b>	<b>(4,232,217)</b>	<b>-7.0%</b>
<b>Operating Expenses</b>										
Research and development	(3,165,788)	-2.9%	(8,152,923)	-5.4%	(4,666,122)	-2.7%	(4,987,135)	157.5%	3,486,801	-42.8%
General and administrative	(33,620,855)	-30.9%	(39,253,368)	-25.8%	(46,231,355)	-26.5%	(5,632,513)	16.8%	(6,977,987)	17.8%
Selling and distribution expenses	(27,519,934)	-25.3%	(34,755,979)	-22.9%	(24,845,248)	-14.2%	(7,236,045)	26.3%	9,910,731	-28.5%
<b>Total Operating Expenses</b>	<b>(64,306,577)</b>	<b>-59.1%</b>	<b>(82,162,270)</b>	<b>-54.1%</b>	<b>(75,742,725)</b>	<b>-43.4%</b>	<b>(17,855,693)</b>	<b>27.8%</b>	<b>6,419,545</b>	<b>-7.8%</b>
<b>Loss from operations</b>	<b>(24,432,621)</b>	<b>-22.4%</b>	<b>(21,732,821)</b>	<b>-14.3%</b>	<b>(19,545,493)</b>	<b>-11.2%</b>	<b>2,699,800</b>	<b>-11.0%</b>	<b>2,187,328</b>	<b>-10.1%</b>

The following table sets forth certain gross margin data expressed as a percentage of software sales revenue, hardware sales revenue and service fee income , as appropriate:

	RMB					
	FY 2009	Gross Margin for FY 2009	FY 2010	Gross Margin for FY 2010	FY 2011	Gross Margin for FY 2011
<b>Revenues</b>						
Software sales	54,187,769		63,887,988		52,599,132	
Hardware sales	21,518,084		35,805,127		38,838,235	
Service fee income	33,130,034		52,209,569		83,011,113	
<b>Total Revenues</b>	<b>108,835,887</b>		<b>151,902,684</b>		<b>174,448,480</b>	
<b>Cost of Revenues</b>						
Cost of software	(13,805,682)	74.5%	(11,952,426)	81.3%	(12,658,868)	75.9%
Cost of hardware	(17,294,931)	19.6%	(31,282,457)	12.6%	(32,412,956)	16.5%
Cost of service fee income	(22,067,175)	33.4%	(30,748,994)	41.1%	(57,885,408)	30.3%
Amortization of acquired technology	(11,513,910)		(10,353,492)		(7,838,965)	
Amortization of software costs	(4,280,233)		(4,734,364)		(3,319,857)	
Impairment loss of intangible assets	-		(2,401,502)		(4,135,194)	
<b>Total Cost of Revenue</b>	<b>(68,961,931)</b>		<b>(91,473,235)</b>		<b>(118,251,248)</b>	
<b>Gross Profit</b>	<b>39,873,956</b>	<b>36.6%</b>	<b>60,429,449</b>	<b>39.8%</b>	<b>56,197,232</b>	<b>32.2%</b>

Comparison of Years Ended December 31, 2010 and 2011

*Revenue*

Our ability to increase our revenues depends in large part on our ability to (i) increase the market penetration of our existing products and services and (ii) successfully identify, develop, introduce and commercialize new and upgraded products in a timely and cost-effective manner. We generally choose to devote resources to product development efforts that we believe are commercially feasible, can generate significant revenues and margins and can be introduced into the market in the near term.

In any period, several factors will impact our revenues, including:

- global economic conditions;
- the level of acceptance of our products among our existing and potential customers;
- our ability to attract and retain key customers and our sales force;
- new product introductions by us and our competitors;
- our ability to price our products at levels that provide favorable margins;
- exchange rate fluctuations; and
- the availability of credit for our customers.

**Total revenue.** Total revenue is comprised of software sales, hardware sales and service fee revenue. Total revenue increased 14.8% from RMB151.9 million in 2010 to RMB174.4 million (US\$27.7 million) in 2011, which was primarily attributable to the upgrade of our delivery team which enable us to take on more projects. As well, to further improve customer experience and enhance the value to clients of eFuture's products and services, we established work processes during the fourth quarter to optimize workflow efficiencies between regional delivery teams and company-level technical support teams. In addition, 2011 revenues benefited from strong growth in the provision of consulting services to the logistics industry and the increased demand from existing customers for customization, maintenance and consulting services.

**Software sales.** Our software sales decreased 17.7% from RMB63.9 million in 2010 to RMB52.6 million (US\$8.4 million) in 2011, which was primarily attributable to lower sales to the grocery industry as existing customers in this vertical delayed new store openings. In line with the decline of China's domestic economic development, which can be inferred by the lower GDP growth rate among recent years, our existing customers and the retail industry as a whole was in the process of consolidation in 2011. It resulted in the delay of new store openings.

Hardware sales. Our hardware sales increased 8.5% from RMB35.8 million in 2010 to RMB38.8 million (US\$6.2 million) in line with the completion of several hardware contracts with large amount for the logistics industry in 2011.

In recent years, we decided to de-emphasize hardware sales in an increasingly competitive hardware sales market. As a relatively young company, we do not believe that it is strategically justifiable to leverage a low margin, high volume sales sector. Consequently, while we will continue to sell computer hardware in connection with our software sales, we have not emphasized and do not expect to emphasize hardware sales as part of our marketing and sales strategies. It resulted in the relatively low growth rate in this year.

Service fee income . Service fee income increased 59.0% from RMB52.2 million in 2010 to RMB83.0 million (US\$13.2 million) in 2011, which was primarily attributable to the strong demand from existing customers for customization, maintenance and consulting services in 2011. As mentioned above, it was resulted from the consolidation of our existing customers in 2011, as they were more focused on maintenance or customization services for existing systems than they were on expansion and the opening of new stores. Service fee income revenues represented 34.4% and 47.6% of our total revenues in 2010 and 2011, respectively.

#### *Cost of Revenues*

Our cost of revenues includes labor costs, materials, overhead expenses, business taxes related to certain services revenues and other expenses associated with the development of software, sales of hardware, and technical support services. We expect our cost of revenue to grow more slowly than that of our revenues. As noted above, development costs will increase in the future, and we expect revenues to increase at the same time. It is possible that we could incur development costs with little revenue recognition, but based upon our past history, we expect our revenues to grow.

Because our cost of revenues will vary according to the software developed, hardware and technical support services provided, the mix of products and services provided is the most significant factor in determining our cost of revenues as a percentage of revenues, amortization of acquired technologies and software cost and impairment loss of intangible assets subject to amortization also affect the cost of revenues.

Cost of software sales. Cost of software sales consists of labor costs, materials, overhead expenses and other expenses associated with the development of our software. Cost of software sales increased 5.9% from RMB12.0 million in 2010 to RMB12.7 million (US\$2.0 million) in 2011.

As a percentage of software sales, cost of software sales was 18.7% for 2010 and 24.1% for 2011. The significant increase was primarily attributable to the increase in labor cost and third party purchase with lower margin space compared with self-developed software licenses.

Cost of hardware sales. Cost of hardware sales consists primarily of fees for third party hardware products that are utilized in connection with our software products. Cost of hardware sales increased by 3.6% from RMB31.3 million in 2010 to RMB32.4 million (US\$5.1 million) in 2011, which was primarily attributable to the increase in hardware sales.

As a percentage of hardware sales, cost of hardware sales was 87.4% in 2010 and 83.5% in 2011. The 2011 decrease was primarily attributable to our intentional selection of hardware projects with higher margins this year. Our comprehensive industrial knowledge in the logistics industry has guaranteed such an initiative.

Cost of service fee income . Cost of service fee income includes labor costs, business taxes and costs related to technical support services. Cost of services fee income increased 88.3% from RMB30.7 million in 2010 to RMB57.9 million (US\$9.2 million) in 2011, which was primarily attributable to the increase in service fee income , but the increase of cost of service fee income was not as fast as the increase of service fee income .

As a percentage of service fee income , Cost of service fee income was 58.9% in 2010 and 69.7% in 2011. The 2011 increase was primarily attributable to higher labour costs resulting from wage inflation.

Amortization of acquired technology. The amortization of acquired software technology in 2010 and 2011 resulted from amortization of software technology acquired in a variety of acquisitions. The amortization of acquired technology expense decreased 24.3% from RMB10.4 million in 2010 to RMB7.8 million (US\$1.2 million) in 2011, which was primarily attributable to the complete amortization of parts of our acquired technology in 2011.

Amortization of software costs. Intangible assets include the cost of computer software we acquired and developed. These costs are amortized over the useful lives of the softwares. Costs are primarily consist of salary and employee benefits for those involved in the development of the software. Amortization expense decreased 29.9% from RMB4.7 million in 2010 to RMB3.3 million (US\$0.5 million) in 2011.

The decreases are due to part of the intangible assets capitalized in previous years have been fully-amortized at the end of 2010. In addition, the fully impairment charge for part of the intangible assets which could not bring sufficient future cashflow also resulted in the decrease of amortization of software.

Impairment loss of intangible assets . We performed an impairment test for our intangible assets on an annual basis and identified impairment on certain internally generated software as they were not expected to generate future revenue or be sellable to a third party, and did not fit our development strategy going forward. In addition, we also identified impairment on a trade name acquired during the business combination in 2007 as its appraised fair value did not exceed its carrying value. As a result, we recorded an intangible assets impairment loss of RMB4.1 million (US\$0.7 million) for the year ended December 31, 2011.

#### *Operating Expenses*

Research and development expenses. Research and development expenses, which are expensed as incurred, consist primarily of salaries and related costs of our R&D centre, consultants and an allocation of our facilities and depreciation expenses. We believe that our success depends on continued enhancement of our current products and our ability to develop new technologically advanced products that meet the increasingly sophisticated requirements of our customers. Total research and development expenditure was RMB12.1 million and RMB15.2 million (US\$2.4 million) for the years ended December 31, 2010 and 2011, respectively. The increase was primarily attributable to the increased compensation for R&D personnel. As most of the R&D projects have entered into their capitalization phase in 2011, the research and development expenses decreased 42.8% from RMB8.2 million in 2010 to RMB4.7 million (US\$0.7 million), while the capitalized amounts increased from RMB3.9 million in 2010 to RMB10.5 million (US\$1.7 million) in 2011. Research and development expenses represented 5.4% of total revenue for 2010 and 2.7% of total revenue for 2011.

General and administrative expenses. General and administrative expenses consist primarily of costs from our finance, human resources and administration departments, third party legal and other professional services fees and an allocation of our facilities costs and depreciation expenses. General and administrative expenses increased 17.8% from RMB39.3 million in 2010 to RMB46.2 million (US\$7.3 million) in 2011, which was attributable to higher compensation costs from RMB10.5 million in 2010 to RMB15.2 million (US\$2.4 million) in 2011 due to increased compensation, and increased spending on rent for new branch offices from RMB5.9 million in 2010 to RMB8.0 million (US\$1.3 million) in 2011 resulting from the business expansion. General and administrative expenses were 25.8% and 26.5% of total revenues in 2010 and in 2011, respectively.

Selling and distribution expenses. Selling and distribution expenses consist primarily of salaries and related costs of our sales and marketing departments, sales bonuses, costs of our marketing programs, public relations, advertising, trade shows, collateral sales bonuses, and an allocation of our facilities. Selling and distribution expenses decreased 28.5% from RMB34.8 million in 2010 to RMB24.8 million (US\$3.9 million) in 2011, which was primarily due to improved efficiency in generating sales and decreased commission payments following the introduction of a better structured incentive scheme in 2011. The new incentive scheme introduced in 2011 had no longer linked the bonus of sales personnel only to the cash collection, which was the former way in prior years, but also the GP margin and contracts signed. Although we achieved revenues increase in 2011, the cashflow provided by the operating activities decreased, which was a major contribution of the decrease of commission payments. We believed the more optimized incentive scheme will be a positive factor to our sales personnel and will assure our revenue growth sustainable in the future. Selling and distribution expenses were 22.9% of total revenues in 2010 and 14.2% of total revenues in 2011.



### *Other Expenses*

Interest income. Interest income represents the interest accrued as a result of bank deposits. Our interest income decreased 9.2% from RMB588,600 in 2010 to RMB534,203 (US\$84,876) in 2011, which primarily contributed to the decrease of cash and cash equivalents in 2011.

Interest Expense. Our interest expense decreased from RMB636,050 in 2010 to RMB550,338 (US\$87,440) in 2011, which was primarily due to the decrease in foreign exchange rate throughout 2011 as our convertible notes subject to interest expenses were dominated in U.S. dollar.

Interest expenses - amortization of discount on convertible notes payable, Interest expenses - amortization of deferred loan costs. In the fourth quarter of 2011, we bought back the outstanding convertible notes, and all the unamortized discount on convertible notes and deferred loan costs were charged in the consolidated financial statements. The amortization of discount on convertible notes payable and amortization of deferred loan costs were RMB6.4 million (US\$1.0 million) and RMB474,399 (US\$75,374), respectively.

Gain on Derivative. On March 13, 2007, the Company raised \$10 million through the issuance of Convertible Notes. On conversion into shares or at every reporting period, the fair value of changes on the carrying amount is treated as a gain or loss in the current period operations.

Our gain on derivatives decreased from RMB3.4 million in 2010 to RMB347,565 (US\$55,223) in 2011, which mainly contributed to the lower volatility of our share price throughout 2011.

Other income. In 2011, we held the customers meeting and received sponsor fee as other income. In addition, some long-aging liabilities were extinguished and recorded as other income in the consolidated financial statements.

Income tax benefit. Our income tax benefit decreased from RMB1.8 million in 2010 to RMB0.6 million (US\$90,859) in 2011, which was primarily attributable to the recognition of withholding tax for the profit appropriation from eFuture Beijing to eFuture Information Technology Inc. of RMB1.0 million (US\$161K) and the recognition of corporate income tax of RMB1.1 million (US\$176K) derived from taxable income of eFuture Beijing, netting of the realization of the deferred tax liability resulting from the amortization of the intangible assets acquired from the Group's acquisition of Royalstone and Proadvancer and deferred tax liabilities of eFuture Beijing of RMB2.7 million (US\$428K).

Gain from discontinued operations. Our gain from discontinued operations increased from RMB63,471 in 2010 to RMB5.6 million (US\$0.9 million) in 2011, which was primarily attributable to a decrease in loss before income taxes generated by the discontinued operations of Biaoshang and Wangku from RMB3.3 million in 2010 to RMB1.1 million (US\$0.2 million) in 2011, and the increase of gain on disposal of investments from RMB3.4 million in 2010 to RMB6.7 million (US\$1.1 million) in 2011.

### Comparison of Years Ended December 31, 2009 and 2010

#### *Revenue*

Total revenue. Total revenue is comprised of software sales, hardware sales and service fee revenue. Total revenue increased 39.6% from RMB108.8 million in 2009 to RMB151.9 million in 2010, which was primarily attributable to the restructuring of our sales organization from a product driven model to a customer driven model by building seven verticals and three regional sales teams focused on North, South and East China, expansion of our client base, deepening of relationships with existing clients and the enhancement of our geographic footprint into tier 2 and tier 3 cities in China. In addition, 2010 revenues benefited from the increase in spending on IT software solutions and professional services as a result of the rebound of the prior year economic downturn.

Software sales. Our software sales increased 17.9% from RMB54.2 million in 2009 to RMB63.9 million in 2010, which was primarily attributable to the increased revenue from new customers of about RMB7.5 million. Due to the global financial crisis in 2008 and 2009, some of our potential customers postponed their expansion plan then but restarted in 2010.

Hardware sales. Our hardware sales increased 66.4% from RMB21.5 million in 2009 to RMB35.8 million in line with the increased one-stop solution service business in 2010.

In recent years, we decided to de-emphasize hardware sales in an increasingly competitive hardware sales market. As a relatively young company, we do not believe that it is strategically justifiable to leverage a low margin, high volume sales sector. Consequently, while we will continue to sell computer hardware in connection with our software sales, we have not emphasized and do not expect to emphasize hardware sales as part of our marketing and sales strategies. Nonetheless, there may be occasions where we may profitably include hardware in projects that we complete for clients that possess superior credit. As a result, the Company continues to provide hardware as part of its total solution and as a complement to its other offerings, which created a prominent increase in this year.

Service fee income . Service fee income increased 57.6% from RMB33.1 million in 2009 to RMB52.2 million in 2010, which was primarily attributable to the strong growth from delivery services in line with our business expansion and market penetration in 2010 . Service fee income revenues represented 30.4% and 34.4% of our total revenues in 2009 and 2010, respectively.

*Cost of Revenues*

Cost of software sales. Cost of software sales consists of labor costs, materials, overhead expenses and other expenses associated with the development of our software. Cost of software sales decreased 13.4% from RMB13.8 million in 2009 to RMB12.0 million in 2010.

As a percentage of software sales, cost of software sales was 25.5% for 2009 and 18.7% for 2010. The significant decrease was primarily attributable to the increase in software license sales which generate higher margins compared with other types of software sales.

Cost of hardware sales. Cost of hardware sales consists primarily of fees for third party hardware products that are utilized in connection with our software products. Cost of hardware sales increased by 80.9% from RMB17.3 million in 2009 to RMB31.3 million in 2010, which was primarily attributable to the increase in hardware sales.

As a percentage of hardware sales, cost of hardware sales was 80.4% in 2009 and 87.4% in 2010. The 2010 increase was primarily attributable to the diminished margin in hardware sales because the hardware we most sold in 2010, which was more popular in market, had lower margins than what we most sold in prior year. Gross margins were 19.6% and 12.6% in 2009 and 2010, respectively.

Cost of service fee income . Cost of service fee income includes labor costs, business taxes and costs related to technical support services. Cost of services fee income increased 39.3% from RMB22.1 million in 2009 to RMB30.7 million in 2010, which was primarily attributable to the increase in service fee income , but its increase was not as fast as the increase of service fee income .

As a percentage of service fee income , cost of service fee income was 66.6% in 2009 and 58.9% in 2010. The 2010 decrease was primarily attributable to the improvement in efficiency.

Amortization of acquired technology. The amortization of acquired software technology in 2009 and 2010 resulted from amortization of software technology acquired in a variety of acquisitions. The amortization of acquired technology expense decreased 10.1% from RMB11.5 million in 2009 to RMB10.4 million in 2010, which was primarily attributable to the complete amortization of parts of our acquired technology in 2010.

Amortization of software costs. Intangible assets include the cost of computer software we acquired and developed. These costs are amortized over the useful lives of the softwares. Costs are primarily consist of salary and employee benefits for those involved in the development of the software. Amortization expense increased 10.6% from RMB4.3 million in 2009 to RMB4.7 million in 2010.

The increases are due to the increase of software products being amortized. Because we are continually developing our products, we expect amortization to increase in future years based upon our success in developing new products for our customers.

Impairment loss of intangible assets subject to amortization. We performed impairment test for our intangible assets on an annual basis and identified impairment on certain internally generated software as they were not expected to generate future revenue, or be sellable to a third party, and did not fit our development strategy going forward. As a result, we recorded an intangible assets impairment loss of RMB2.4 million for the year ended December 31, 2010.

#### *Operating Expenses*

Research and development expenses. Research and development expenses, which are expensed as incurred, consist primarily of salaries and related costs of our R&D centre consultants and an allocation of our facilities and depreciation expenses. We believe that our success depends on continued enhancement of our current products and our ability to develop new technologically advanced products that meet the increasingly sophisticated requirements of our customers. Research and development expenses increased 157.5% from RMB3.2 million in 2009 to RMB8.2 million in 2010, which was primarily attributable to the increased costs incurred on research projects that are still in the preliminary project stage of software development. Research and development expenses represented 2.9% of total revenue for 2009 and 5.3% of total revenue for 2010.

General and administrative expenses. General and administrative expenses consist primarily of costs from our finance, human resources and administration departments; third party legal and other professional services fees; and an allocation of our facilities costs and depreciation expenses. General and administrative expenses increased 16.8% from RMB33.6 million in 2009 to RMB39.3 million in 2010, which was attributable to the increase in bad debt provision for other receivables related to previously acquired companies of RMB3.6 million and the increase in salaries for employees in administrative departments of RMB1.9 million. General and administrative expenses were 30.9% of total revenues in 2009 and 25.8% of the total revenues in 2010.

Selling and distribution expenses. Selling and distribution expenses consist primarily of salaries and related costs of our sales and marketing departments, sales bonuses, costs of our marketing programs, public relations, advertising, trade shows, collateral sales bonuses, and an allocation of our facilities. Selling and distribution expenses increased 26.3% from RMB27.5 million in 2009 to RMB34.8 million in 2010, which was primarily due to increased sales commissions as result of revenue growth. We anticipate that sales and marketing expenses will increase to support our intended expansion of our sales and marketing organization. Selling and distribution expenses were 25.3% of total revenues in 2009 and 22.9% of total revenues in 2010.

#### *Other Expenses*

Interest Income. Interest income represents the interest accrued as a result of bank deposits. Our interest income decreased 0.2% from RMB589,508 in 2009 to RMB588,600 in 2010.

Interest Expense. Our interest expense increased from RMB450,817 in 2009 to RMB636,050 in 2010, which was primarily due to the increase in interest rate from 7% to 10% as stipulated by the terms of the convertible notes.

Gain on Derivative. On March 13, 2007, the Company raised \$10 million through the issuance of Convertible Notes. On conversion into shares or at every reporting period, the fair value of changes on the carrying amount is treated as a gain or loss in the current period operations.

Our gain on derivatives increased from RMB1.3 million in 2009 to RMB3.4 million in 2010.

Finance cost - exchange warrants. On November 29, 2010, we entered into two separate exchange agreements with Capital Ventures and Hudson Bay, whereby we exchanged the outstanding Series A Warrants held by each of Capital Ventures and Hudson Bay for a new Series A Warrants to purchase the same number of ordinary shares and under exactly the same terms prescribed by the Series A Warrants and an additional 20,000 ordinary shares of the Company, respectively. The fair value of the ordinary shares of RMB1.4 million was recorded as finance cost in the consolidated financial statements.

Income tax expenses (benefit). Our income tax benefit increased from RMB1,513,216 in 2009 to RMB1,770,001 in 2010, which was primarily attributable to the effects of the realization of the deferred tax liability resulting from the amortization of the intangible assets acquired from the Group's acquisition of Royalstone and Proadvancer and deferred tax liabilities of eFuture Beijing.

Gain (Loss) from discontinued operations. Our loss from discontinued operations of RMB5,377,587 in 2009 became a gain from discontinued operations of RMB63,471 in 2010, which was primarily attributable to a decrease in loss before income taxes generated by the discontinued operations of Biaoshang and Wangku from approximately RMB5.3 million in 2009 to approximately RMB3.3 million in 2010 offset by the gain on disposal of Biaoshang of RMB3.4 million.

## **Holding Company Structure**

We are a holding company with no operations of our own. All of our operations are conducted through eFuture Beijing, our Chinese subsidiary. As a result, our ability to pay dividends and to finance any debt that we may incur is dependent upon dividends and other distributions paid by eFuture Beijing. If eFuture Beijing incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends to us. In addition, Chinese legal restrictions permit payment of dividends to us by eFuture Beijing only out of its net income, if any, determined in accordance with Chinese accounting standards and regulations. Under Chinese law, eFuture Beijing may also be required to set aside a portion (at least 10%) of its after tax net income, if any, each year for certain reserve funds until the amount of the reserve reaches 50% of eFuture Beijing's registered capital. According to Chinese law, however, eFuture Beijing is required to withdraw reserve funds only in fiscal years following the elimination of its accumulated deficit in which it paid income tax. We do not believe that these fund reserves had or will have a material impact upon our liquidity. Although these statutory reserves can be used, among other ways, to increase the registered capital and eliminate future losses in excess of retained earnings, the reserve funds are not distributable as cash dividends except in the event of a solvent liquidation of eFuture Beijing. This reserve fund is not distributable as a cash dividend.

## **Critical Accounting Policies and Estimates**

We prepare our financial statements in conformity with US GAAP, which requires us to make estimates and assumptions that affect our reporting of, among other things, assets and liabilities, contingent assets and liabilities and net revenues and expenses. We continually evaluate these estimates and assumptions based on the most recently available information, our own historical experiences and other factors that we believe to be relevant under the circumstances. Since our financial reporting process inherently relies on the use of estimates and assumptions, our actual results could differ from what we expect. This is especially true with some accounting policies that require higher degrees of judgment than others in their application. We consider the policies discussed below to be critical to an understanding of our audited consolidated financial statements because they involve the greatest reliance on our management's judgment.

### *Revenue Recognition*

We generate revenue from the sale of software, related hardware, professional services including maintenance and support contracts, and professional consulting, training and contract development services. At this time, we generally license our products to customers on a perpetual basis and we recognize revenue upon delivery of the products. In addition, we will provide technical advisory services after the delivery of our products to help our customers exploit the full value and functionality of our products. We recognize revenue from the technical advisory services under these agreements as the services are performed. We recognize revenue from maintenance services over the period of the agreement.

We recognize revenue when it is realized and earned. We consider revenue realized or realizable and earned when:

- we have persuasive evidence of an arrangement;
- delivery has occurred;
- the sales price is fixed or determinable; and
- collectability is reasonably assured.

We consider delivery to occur when (i) products have been shipped or services have been provided to the client, (ii) risk of loss has transferred to the client, (iii) we have obtained client acceptance, (iv) client acceptance provisions have lapsed, or (v) we have objective evidence that the criteria specified in client acceptance provisions have been satisfied. We consider the sales price to be fixed or determinable when all contingencies related to the sale have been resolved. We have not encountered significant difficulty in the past with our customers accepting our products and services. Our products and services have generally fulfilled our customers' needs.

For software sales, the Company recognizes revenues in accordance with ASC 985-605, Software Revenue Recognition. We recognize revenue from perpetual (one-time charge) licensed software at the inception of the license term. We recognize revenue from term (monthly license charge) arrangements on a subscription basis over the term of the license. We include revenues from maintenance for the first year and initial training in the purchase price of the software. We provide initial training at the time of installation and recognize such income as part of the price of the software since it is minimal in value. We value maintenance based on a fee schedule we use for providing our regular level of maintenance. We include maintenance revenue in the income statement under services and recognize it over the term of the agreement. We allocate revenues applicable to multiple-element fee arrangements among elements such as software, hardware, and post-contact service using vendor-specific objective evidence of fair value. Such evidence consists primarily of pricing of multiple elements sold as separate elements in the contract.

We generally recognize revenue from hardware sales when the product is shipped to the customer and when there are no unfulfilled company obligations that affect the customer's final acceptance of the arrangement.

We provide professional services for system integration which involve the design and development of complex information technology systems to the customer's specifications. We provide these services on a fixed-price contract, and the contract terms generally are short. We recognize revenue when delivery and acceptance is determined by a completion report signed by our customer.

#### *Allowance for Doubtful Accounts*

Trade receivables, net are stated as the amount management expects to collect from outstanding balances. An estimate for doubtful accounts is made when collection of the full amount is no longer probable. We maintain an allowance for potentially uncollectible trade receivables based on our assessment of the collectability of trade receivables. In evaluating the collectability of individual receivable balances, we consider many factors, including the age of the balance, the customer's past payment history, its current credit-worthiness and current economic trends. Our allowance for doubtful accounts was RMB2.1 million in 2009, RMB3.0 million in 2010 and RMB4.1 million (US\$0.7 million) in 2011.

#### *Inventory and Work in Process*

Inventory is comprised of purchased hardware and software available for resale and other consumable materials. Labor and overhead costs are allocated to each contract based on actual labor hours incurred. Work in process consists of labor and overhead costs and outsourced service fees incurred on services contracts that have not been completed. Inventory and work in process are stated at the lower of cost or net realizable value.

Provisions are made for excess, slow moving and obsolete purchased hardware and software held for resale, as well as for inventories and work in process with carrying values in excess of net realizable value. We use the future selling price less the estimated taxes and future expenditure as the estimates of net realizable value on contract basis.

#### *Share-Based Compensation*

We account for share-based compensation in accordance with ASC subtopic 718-10, or ASC 718-10, Compensation-Stock Compensation: Overall. Under the provisions of ASC 718-10, share-based compensation cost is estimated at the grant date based on the award's fair value as calculated by the Black-Scholes-Merton (BSM) option-pricing model and is recognized as expense over the requisite service period. The BSM model requires various highly judgmental assumptions including volatility and expected option life. Volatility is measured using historical daily price changes of each ordinary shares over the respective expected life of the option. Expected option life is the number of years that we estimate, based on the vesting and contractual terms and employee demographics. The estimate of forfeitures will be adjusted over the requisite service period to the extent that actual forfeitures differ, or are expected to differ, from such estimates. Changes in estimated forfeitures will be recognized through a cumulative catch-up adjustment in the period of change. If any of the assumptions used in the BSM model change significantly, share-based compensation expenses may differ materially in the future from that recorded in the current period.

### *Property and Equipment*

We depreciate property and equipment on a straight-line basis over their estimated useful lives, which range from five years for motor vehicles and four years for purchased software and communication and office equipment to shorter of three years or the lease term for leasehold improvements. These estimated lives have been reasonably accurate in the past and have been based on historical experience and the estimated useful lives of similar assets by other software companies. These estimates are reasonably likely to change in the future since they are based upon matters that are highly uncertain such as the general economy, potential changes in technology and estimated cash flows from the use of these assets.

### *Research and Development and Intangible Asset*

We charge all of our development costs to research and development expenses until we have established technological feasibility. We acknowledge technological feasibility of our software when a detailed program design or working model is completed. Upon reaching technological feasibility, we capitalize additional software costs until the software is available for general release to customers. The subsequent expenditure in connection with major upgrade for the developed intangible assets is capitalized as incurred.

We amortize the cost of intangible assets over the estimated useful lives, which is the shorter of four years or the estimated period of realization of revenue from the related software. The estimated lives of our software is based upon historical usefulness of similar software products and the rate of change in technology in general. Our estimate of the useful lives of our software has been reasonably accurate in the past, but it is reasonably likely to change in the future due to the highly uncertain nature of this estimate. Should economic conditions change or technological advances occur rapidly, our estimate of the useful lives of our software products could decline quickly, which would result in recognition of increased amortization.

### *Valuation of Long-Lived Assets*

We evaluate long-lived assets, such as fixed assets and purchased or internally developed intangible assets with finite lives, for impairment whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable in accordance with ASC subtopic 360-10, Property, Plant and Equipment: Overall. When such events occur, we assess the recoverability of the asset group based on the undiscounted future cash flow the asset group is expected to generate and recognizes an impairment loss when estimated undiscounted future cash flow expected to result from the use of the asset group plus net proceeds expected from disposition of the asset group, if any, is less than the carrying value of the asset group. If we identify an impairment, we reduce the carrying amount of the asset group to its estimated fair value based on a discounted cash flow approach or, when available and appropriate, to comparable market values. We have made impairment loss of intangible assets of RMB2.4 million and RMB4.1 million (US\$0.7 million) for the years ended December 31, 2010 and 2011, respectively. We use estimates and judgments in our impairment tests and if different estimates or judgments had been utilized, the timing or the amount of any impairment charges could be different. Asset groups to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell, and no longer depreciated. The assets and liabilities of a disposal group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet. However, circumstances could cause us to have to reduce the value of our capitalized software more rapidly than we have in the past if our revenues were to significantly decline. Estimated cash flows from the use of the long-lived assets are highly uncertain and therefore the estimation of the need to impair these assets is reasonably likely to change in the future. Should the economy or acceptance of our software change in the future, it is likely that our estimate of the future cash flows from the use of these assets will change materially. The amount of possible change is discussed above under Property and Equipment and Intangible Assets.

## *Goodwill*

Goodwill represents the excess of the purchase price over the fair value of the identifiable net assets acquired in a business combination. Under ASC 350-20, Intangibles &#8212 Goodwill and Other: Goodwill, goodwill is subject to an annual impairment test. If an event occurs or circumstances change that would more-likely-than-not reduce the fair value of a reporting unit below its carrying amount, an interim impairment test is performed between annual tests. The impairment test includes a comparison of estimated discounted cash flows associated with the asset's carrying amount. If the fair value is less than the carrying amount of the asset, the second step of the impairment test shall be performed to measure the amount of impairment loss, if any. In the second step, the implied fair market value of goodwill is estimated and compared to the carrying amount. If the carrying amount of goodwill exceeds its implied fair market value, an impairment loss equal to this excess is recorded. The recorded loss cannot exceed the carrying amount of goodwill.

We completed our annual impairment test as of December 31, 2011, and the fair value of the reporting unit exceeded its carrying value by 7.1%. We utilized an income approach to estimate the fair value of each reporting unit. We selected this method because we believe that it most appropriately measures the income-producing capability of the reporting unit. The income approach is based on the projected cash flows, which are discounted to their present value using discount rates that consider the timing and risk of the forecasted cash flows. We believe that this approach is appropriate because it provides a fair value estimate based upon the reporting unit's expected long-term operating cash performance. Fair value is estimated using internally-developed forecasts and assumptions. The discount rate used is the average estimated value a market participant's cost of capital a debt, derived using the customary market metrics. Other significant assumptions include terminal growth rates, future capital expenditures, and changes in future working capital requirements. We also compare and reconcile our overall fair value to our market capitalization. The discount rate and terminal growth rate used in our impairment test were 23% and 3%, respectively. If the discount rate increased by 100 basis points, the fair value of the reporting unit would decrease by approximately RMB3.0 million which exceeded its carrying value by 4.8%. A decrease of 100 basis points in the terminal growth rate would result in approximately RMB1.0 million of declines in the fair value of the reporting unit which exceeded its carrying value by 6.3%. Such changes will not result in the failure of step 1 test in annual impairment test. Although there are inherent uncertainties related to the assumptions used and to our application of these assumptions to this analysis, we believe that the income approach provides a reasonable estimate of the fair value of our reporting unit.

### *Fair Values of Financial Instruments*

We record certain of our financial assets and liabilities at fair value on a recurring basis. Fair value reflects the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, we consider the principal or most advantageous market in which it would transact and consider assumptions that market participants would use when pricing the asset or liability.

We apply a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. There are three levels of inputs that may be used to measure fair value:

Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3 applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

The carrying amount of cash and cash equivalents, trade receivables, other receivables, other receivables due from previously consolidated entities, advances to suppliers, refundable value added tax, advances to employees, prepaid expenses, trade payables, taxes payable, other payables, accrued liabilities and advances from customers approximates fair value due to their immediate or short-term nature. The single compound embedded derivative within convertible notes we issued was recorded at fair value at the date of issuance, which was measured by using unobservable (Level 3) inputs.

## **B. Liquidity and Capital Resources**

### *Overview*

We anticipate that our working capital will be sufficient to fund our cash needs and operations and to make payments on any existing liabilities for at least the next 12 months. We do not anticipate that we will need to use non-operational sources of cash, such as debt or equity financing, to meet our current cash needs. We may, however, require additional cash due to changing business conditions or other future developments, including any investments or acquisitions we may decide to pursue. If our existing cash is insufficient to meet our requirements, we may seek to sell debt securities or borrow from banks.

The following table sets forth a summary of our cash flows for the years indicated:

	<u>2010</u>	<u>2011</u>
	(In millions of RMB)	
Cash and cash equivalents	73.3	57.2
Net cash provided by (used in) operating activities	20.7	(6.5)
Net cash used in investing activities	(17.9)	(3.7)
Net cash provided by (used in) financing activities	12.2	(6.3)
Change in cash and cash equivalents of discontinued operations	1.2	(0.5)

*Operating activities* used cash of RMB6.5 million (US\$1.0 million) in 2011 compared to providing cash of RMB20.7 million in 2010. The principal sources of our cash flow from operations are net income adjusted for depreciation, software amortization, the gain on derivatives and loss on extinguishment of convertible notes and share-based compensation expenses for directors and employees. The increase in cash used by operating activities was primarily due to an increase in the trade receivables of RMB5.7 million (US\$0.9 million) and in the inventory and work in progress of RMB3.3 million (US\$0.5 million), and the decrease in cash advances from customers of RMB18.8 million (US\$3.0 million).

*Investing activities* used cash of RMB17.9 million in 2010 and RMB3.7 million (US\$0.6 million) in 2011. In 2010, the primary decrease in use of cash in investing was attributable to the decrease of cash paid for acquisition of Proadvancer of RMB15 million.

*Financing activities* provided cash of RMB12.2 million in 2010 and used cash of RMB6.3 million (US\$1.0 million) in 2011. Financing activities in 2011 mainly included cash paid for the redemption of convertible notes of RMB6.3 million (US\$1.0 million).

### *Indebtedness*

On March 13, 2007, we closed a Securities Purchase Agreement with three funds affiliated with two institutional investors, pursuant to which we raised RMB69,079,430 (net of cash loan costs of RMB8,330,570) by issuing \$10,000,000 senior convertible notes along with Series A warrants and Series B warrants.



The convertible notes were initially convertible into 400,160 of our ordinary shares at \$24.99 per share. Pursuant to the Agreement, the conversion price reset to \$19.00 on June 11, 2008 since the market price of the Company's ordinary shares was below \$19.00 on that day.

The Series A warrants are exercisable by the Holder within five years on any day on or after September 9, 2007 for an aggregate of 184,077 Shares, at an initial price of \$28.25 per ordinary share, subject to adjustment. The Series B warrants to purchase an aggregate of 230,097 ordinary shares at an initial exercise price of \$24.99 per Share expired on September 8, 2008. Likewise, the Placement Agent warrants to purchase 73,291 ordinary shares of the Company at an initial price of \$24.99 per Share within five years on any day on or after September 9, 2007

On October 3, 2007, one of the investors converted RMB37,529,400 (\$5,000,000) of the convertible notes into 200,080 ordinary shares. In July and August of 2008, another investor converted RMB27,326,700 (\$4,000,000) of the convertible notes into 210,526 ordinary shares.

On November 25, 2011, we announced the purchase of senior convertible notes with a total aggregate outstanding principal amount equal to US\$1 million. The purchase was made from our cash reserves. The notes were issued by the Company to certain institutional investors on March 13, 2007 and were due on March 12, 2012. We purchased the notes for the aggregate outstanding principal amount. The note holders agreed to waive all outstanding interest payments. The payment is not expected to have a material impact on the Company's business operations or growth plans.

#### **C. Research and Development**

Our success depends on continued enhancement of our current products and our ability to develop new technologically advanced products that meet the increasingly sophisticated requirements of our customers. Research and development expenses were RMB3.2 million, RMB8.2 million and RMB4.7 million (US\$0.7 million) in 2009, 2010 and 2011, respectively. The information provided under Item 5.A, "Operating Results" details the Company's research and development activities.

#### **D. Trend Information**

##### China Outlook

China's presence in the global consumer market has grown dramatically in recent years. China is already the biggest vehicle market and the second largest luxury market and is expected to become the world's largest consumer market within the next ten years. These statistics, combined with our attractive offerings, deep market knowledge and strong sales capabilities give us many reasons to be excited about our future. We are optimistic about the outlook for 2012.

##### Industry and Market Outlook

In the wake of benefiting from China's booming retail and consumer goods industries, we believe that our innovative and attractive software and services offerings will enable our ongoing growth to outpace that of the industry. Thanks to our efforts on the sales front, we have grown our project pipeline, and with it, our backlog. As of December 31, 2011 our contract backlog amounted to approximately RMB115.2 million (US\$18.3 million).

##### Top Line Growth Drivers

- As of December 31, 2011, our uncompleted project base was RMB115.2 million (US\$18.3 million), including RMB45.1 million (US\$7.2 million) of software license income, RMB56.7 million (US\$9.0 million) of service fee income and RMB13.4 million (US\$2.1 million) of hardware income, of which we expect to recognize approximately 70% in 2012.
- We anticipate strengthening our software core business while increasing more stable recurring service and consulting service revenues.
- We anticipate pursuing profitable growth by improving our delivery cost and operating expense structure.
- We seek to use innovation to further broaden cloud service offerings.
- We continually extend penetration into China's tier 2 and tier 3 cities.

#### E. Off-Balance Sheet Arrangements

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. We do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. Moreover, we do not have any variable interest in an unconsolidated entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or research and development services with us.

#### F. Tabular Disclosure of Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2011:

	Payments Due By Period					
	Total	1 Year	Less than 1-3 Years	3-5 Years	More than 5 Years	
Operating Lease Obligations	¥ 17,063,123	¥ 6,834,826	¥ 9,004,700	¥ 1,223,597	¥ -	
Total	¥ 17,063,123	¥ 6,834,826	¥ 9,004,700	¥ 1,223,597	¥ -	

#### Item 6. Directors, Senior Management and Employees

##### A. Directors and Senior Management

The following table sets forth our executive officers and directors, their ages and the positions held by them as of April 27, 2012. Mr. Johnson Li resigned on December 31, 2011, who is not included in this table.

Name	Age	Position
Adam Yan (1)(8)	44	Chairman and Chief Executive Officer
Dehong Yang (1)	49	President
Sean Zheng (1)	43	Chief Financial Officer
Qicheng Yang (1)	46	Chief Technology Officer
Tony Zhao (1)	47	Senior Vice President
Hongjun Zou (1)	44	Senior Vice President
Ping Yu (1)(7)	42	Director
Deliang Tong (1)(8)	47	Director
Dong Cheng, Ph.D. (1)(3)(4)(5)(9)	44	Independent director
John Dai (1)(4)(5)(8)	49	Independent director
Dennis O. Laing (3)(5)(6)(7)	66	Independent director
Brian Lin (1)(3)(4)(9)	47	Independent director
Wei-quan Ren (1)(7)	49	Director
Ming Zhu (2)(9)	53	Independent director

- (1) The individual's business address is c/o eFuture Information Technology Inc., 8/F Topnew Tower, 15 Guanghua Road, Chaoyang District, Beijing 100026, China.
- (2) Mr. Zhu's business address is c/o RMCC International, Inc. 6724 Patterson Avenue, Richmond, Virginia 23226.
- (3) Member of audit committee.
- (4) Member of compensation committee.
- (5) Member of corporate governance committee.
- (6) Mr. Laing's business address is 4860 Cox Road, Suite 200, Glen Allen, Virginia 23060.
- (7) Class II director whose term expires in 2013.
- (8) Class III director whose term expires in 2014.
- (9) Class I director whose term expires in 2012.

*Adam Yan.* Mr. Yan is our Chairman, Chief Executive Officer and Co-founder. Mr. Yan co-founded eFuture in 1997, and is currently the Company's Chairman and Chief Executive Officer. He is also a standing director of the China Commerce Association for General Merchandise, the China Chain Store & Franchise Association and the China General Chamber of Commerce. Prior to founding eFuture, Mr. Yan was general manager of the Bangda Information Industry Center of Haikou Financial Bureau in Hainan Province from 1991 to 1997. From 1991 to 1994, he served as chief accounting software designer of Haikou Accounting Firm in Hainan Province. Mr. Yan holds a bachelor's degree in computer science and a master's degree in machine vision engineering from Chongqing University. He also studied accounting and finance at the Central University of Finance and Economics, Beijing. Mr. Yan has extensive executive experience in the software industry and provides the Company with valuable advice strategic direction and insights into industry trends.

*Dehong Yang.* Dr. Yang joined eFuture as President in January 2010. He also serves as Vice Director of the IT Committee and permanent member of the China Chain Store & Franchise Association, Vice Director of the Chinese Electronic Commerce Association, and Vice Director of the Commercial Automation Committee of the China Electronic Chamber of Commerce. From 2002 to 2009, Dr. Yang served as General Manager of the Retail Division of Wincor Nixdorf Retail & Banking Systems Co., Ltd. From 1995 to 2000, he was a consultant to the distribution industry for IBM China Company Ltd. Mr. Yang holds a doctor's degree in management from China People's University in Beijing and a bachelor's degree in mathematics from North-East University in Shenyang, Liaoning. His extensive international business management experience and proven track record of successfully executing on strategic initiatives equip him to manage eFuture's day-to-day operations and lead the implementation of its growth strategy.

*Sean Zheng.* Mr. Zheng has served as Chief Financial Officer since January 2011. He was most recently with New York Stock Exchange (NYSE) listed Advanced Micro Devices (AMD), where he served in financial controller roles in both China and the United States. Prior to joining AMD, Mr. Zheng was China Financial Controller at U.S.-headquartered Walbro Engine Management. He spent the earlier part of his career at NYSE-listed Motorola, where he worked for over 10 years in financial controller and financial management roles at the company's China operations. Mr. Zheng holds an MBA degree from Arizona State University and a bachelor's degree in economics from Tianjin University of Finance and Economics in China. Mr. Zheng's strong finance and accounting track record with leading U.S.-listed companies operating in the technology sector makes him ideally suited to lead eFuture's finance function.

*Qicheng Yang.* Prior to co-founding eFuture in 1997, Mr. Yang served as Chief Technology Officer of Hainan Fujie Industrial Inc., an information technology company delivering software and system integration services in Hainan Province, from 1995 to 1997. From 1993 to 1995, he was a manager in the system network department of Hainan Zhouli Sci-Tech Industrial Inc. From 1990 to 1993, Mr. Yang taught computing at Huazhong University of Science and Technology. He holds a bachelor's and a master's degrees in automatic control from Huazhong University of Science and Technology. Mr. Yang's extensive technical background provides eFuture with the leadership and experience needed to further develop its leading edge software and services solutions.

*Tony Zhao.* Dr. Zhao, serves as Senior Vice President, rejoined eFuture in December 2011 to focus on innovation, including the development of the Company's cloud services and social commerce business. He previously served as eFuture's Chief Strategy Officer and Vice President until April 2011 after initially joining eFuture in May 2007. Dr. Zhao served as chief editor of "E-commerce World", a leading magazine covering B2B and B2C in China, from 2000 to 2007. He has also served as an e-commerce expert to the National Development and Reform Commission and the Ministry of Commerce of the People's Republic of China. Dr. Zhao holds bachelor's and master's degrees in precision optoelectronic engineering and a doctorate degree, all from Chongqing University. Dr. Zhao's extensive experience, coupled with his technical background, make him ideally placed to develop eFuture's cloud services business, as well as to provide strategic guidance on how to capitalize on market opportunities and remain at the forefront of the industry.

*Hongjun Zou.* Currently Senior Vice President and Chief Innovation Officer, Mr. Zou co-founded eFuture in 1997 and previously served as Chief Operating Officer. From 1993 to 1997, Mr. Zou was General Manager and Chief Technology Officer of Hainan Fujie Industrial Company. He has a bachelor's degree in computer science from Chongqing University. Mr. Zou brings to eFuture a wealth of industry experience and the ability to broaden eFuture's solutions and service offerings.

*Ping Yu.* Ms. Yu is Chief Financial Officer of Prudent Energy. Prior to joining Prudent, Ms. Yu was CFO of Lentuo International and led its successful NYSE IPO in 2010. She was previously CFO of NASDAQ-listed eFuture Information Technology Inc., and has also worked as an auditor and consultant with Golf & Wroblewski in New York, as well as gaining additional professional experience in the banking and real estate industries. Ms. Yu received her bachelor's degree in accounting from Hubei University and her master's degree in business administration from Rutgers University. She is a Certified Public Accountant in the United States. Ms. Yu's experience in both the U.S. and China, together with her in-depth knowledge of eFuture gained as its former Chief Financial Officer, make her ideally placed to advise on finance and strategy.

*Deliang Tong.* Mr. Tong served as Chief Operating Officer of eFuture from July 2008 to September 2010, as well as President of wholly-owned subsidiary, eFuture (Beijing). He founded Guangzhou Royalstone System Integration Co. Ltd. in 1992, and served as its Chairman and Chief Executive Officer. Mr. Tong holds a bachelor's degree in electronics and a master's degree in software engineering, both from the University of Electronic Science and Technology of China. He served as department manager for Sichuan Xinchao Computing Group from 1989 to 1991, and as general manager for South China for Beijing Stone Group from 1991 to 1992. Mr. Tong's over 20 years of management experience and his extensive software and services industry background enable him to provide key insights into the development and management of an efficient and effective operational platform.

*Dong Cheng, Ph.D.* Dr. Cheng has served as a director since 2005. He has been at the School of Business, Renmin University of China, since 1993, working as an Assistant Professor from 1993 to 1995, an Associate Professor from 1995 to 2002, and as a Full Professor since 2002. Dr. Cheng has written numerous articles on the development of Chinese business practices. He holds bachelor's and master's degrees in computer software from Xi'an Jiao Tong University. He also holds a doctorate degree in business administration from Renmin University, and was a doctorate candidate in Computer Science at Peking University. Dr. Cheng leverages his role as Professor at Renmin University's business school to provide insight into emerging trends within China's economic and business development.

*John Dai.* Mr. Dai is an independent consultant on China strategy development, executive coaching, leadership development, sales management, large account management and business planning. He was previously Director of External Relations and International Cooperation at the China Association of Small and Medium Enterprises, an organization aimed at advancing the interests of China's small and medium enterprises internationally. From 2001 to 2002, Mr. Dai was Chief Executive Officer of Vanda Computer Systems, a Hong Kong based public company focused on systems integration and banking application services in China. Mr. Dai also has 12 years of experience in various executive positions at IBM, including General Manager of IBM's Greater China Distribution Industry Group. Mr. Dai holds a master's degree in civil engineering from Tsinghua University and a bachelor's degree in industrial and civil construction from Wuhan Industrial University. With over 20 years' experience in executive management positions within multinational companies and extensive knowledge of China's retail industry, Mr. Dai is ideally placed to advise on eFuture's strategic direction.

*Dennis O. Laing.* Mr. Laing has practiced law in Richmond, Virginia for over 30 years. He specializes in corporate law with a special interest in the energy, healthcare and technology sectors. Mr. Laing holds a bachelor's degree in government from the University of Virginia and a master's degree in law from the University of Richmond. He also serves as a director of NASDAQ-listed Sino-Global Shipping America, Ltd. Mr. Laing draws on over three decades of corporate law practice to offer the Board expert legal advice and guidance on regulations and compliance.

*Brian Lin.* Mr. Lin is Chief Executive Officer and a director of China Fire & Security Group, Inc., a leading total solution provider of industrial fire protection systems in China. From 2001 to 2005, he served as Chief Executive Officer of Beijing Linkhead Technologies. Prior to Linkhead, Mr. Lin held technical and managerial positions in various companies in the United States and Canada. Mr. Lin holds a bachelor's degree in electrical engineering from Huazhong University of Science and Technology and a master's degree in Electrical Engineering from University of Toronto. His successful corporate career in managing listed companies allows him to advise eFuture on the most effective and efficient ways to further create shareholder value.

*Weiquan Ren.* Mr. Ren has served as Chief Executive Officer of Shanghai Stock Exchange listed Shanshan Corporation since 2011, a senior partner at Cybernaut-Capital since 2006, and as Vice Dean at Zhejiang University Institute since 2007. He previously held senior management positions at Peking University, and worked at Founder Group Corp from 1993 to 2006. He was Chief Executive Officer of Hong Kong-listed Founder Electronics from 2001 to 2006, Vice President of Shanghai-listed Founder Technology Group Corp. from 1998 to 2001, and General Manager of the Eastern China Region of Founder Group in 1998 and general manager of the Hangzhou branch of Founder Group from 1998 to 2001. Before joining Founder, Mr. Ren spent seven years as a university professor. He holds a master's degree in engineering from the Department of Electric Machine Engineering of Zhejiang University and a bachelor's degree in engineering from the Department of Information Science and Electronic Engineering of Zhejiang University. Mr. Ren leverages his vast experience in the technology industry to provide the Board with key insights into the effective development and implementation of new, innovative platforms and services.

*Ming Zhu.* Mr. Zhu has served as a director since 2005, and he has been an international business consultant with RMCC International, Inc., a Richmond, Virginia based import/export consulting firm, since 1994. Mr. Zhu holds a bachelor's degree in English from Beijing Second Foreign Languages Institute and a master's degree in tourism and business from Virginia Commonwealth University. Mr. Zhu draws on his extensive business and consulting background to offer advice on best practice and business development and expansion.

There are no family relationships among any of the persons named above, and there are no arrangements or understandings with major shareholders, customers, suppliers or others, pursuant to which any such person was selected as a director or member of senior management.

## **B. Compensation**

For the fiscal year ended December 31, 2011, we paid an aggregate compensation of RMB4.6 million (US\$730K) in cash to our executive officers. Our subsidiaries are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment and other statutory benefits. Other than the above-mentioned pension insurance mandated by applicable PRC law, we have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our executive officers and directors. We made contributions of RMB7.6 million (US\$1.2 million) to statutory staff social benefit for all the employees including our executive officers for the fiscal year ended December 31, 2011.

### ***Executive and Director Compensation***

The following table shows the annual compensation paid by us to our executive officers and directors for the year ended December 31, 2011, which includes some bonus for the fiscal year 2010.

**Annual Compensation for Year Ended December 31, 2011**

<b>Name</b>	<b>Salary</b>	<b>Bonus</b>	<b>All Other Compensation</b>
Adam Yan Chairman, Chief Executive Officer and Director	¥ 455,689	¥ 123,368	&#8212;
Dehong Yang President	¥ 911,731	¥ 416,318	&#8212;
Deliang Tong Ex-Chief Operating Officer and Director	¥ 120,100	¥ 180,963	&#8212;
Sean Zheng Chief Financial Officer	\$ 15,200		
Qicheng Yang Chief Technology Officer	¥ 593,655	¥ 50,000	&#8212;
Hongjun Zou Senior Vice President	¥ 420,623	¥ 66,756	&#8212;
Johnson Li* Former Senior Vice President	¥ 426,082	¥ 20,920	&#8212;
Ping Yu Ex-Chief Financial Officer and Director	\$ 15,200	¥ &#8212;	&#8212;
Tony Zhao** Vice President and Chief Strategy Officer	¥ 108,292	¥ 108,723	&#8212;
Ming Zhu Director	\$ 9,600	&#8212;	&#8212;
Dong Cheng, Ph.D. Director	\$ 9,700	&#8212;	&#8212;
John Dai Director	\$ 8,700	&#8212;	&#8212;
Dennis O. Laing Director	\$ 7,800	&#8212;	&#8212;
Brian Lin Director	\$ 9,600	&#8212;	&#8212;
Weiquan Ren Director	\$ 8,700	&#8212;	&#8212;

\* Mr. Johnson Li resigned on December 31, 2011.

\*\* Dr. Tony Zhao resigned in April 2011 and rejoined eFuture in December 2011.

***Incentive Compensation Plans***

On April 18, 2001, the Company adopted the 2001 Option Plan (the "2001 Plan"), under which 59,063 stock options were granted to key employees, each with an exercise price of \$4.71, a contractual life of 11 years and evenly vest over a five-year period.

Under the 2001 Plan, the Company's board of directors may amend or terminate the Plan at any time if required under the Plan, subject to shareholders' approval.

On January 31, 2007, the Company adopted the 2005 Option Plan Set One (the "2005 Plan I"), under which 65,875 stock options were granted to key employees (including directors and senior management who are key employees), each with an exercise price of \$25.42, a contractual life of 10 years and evenly vest over a five-year period.

On September 17, 2007, the Company adopted the 2005 Option Plan Set Two (the "2005 Plan II"), under which 65,800 stock options were granted to key employees, each with an exercise price of \$11.71, a contractual life of 10 years and evenly vest over a five-year period.

Under the 2005 Plan I and Plan II, the Company's board of directors may amend or terminate the Plan at any time if required under the Plan, subject to shareholders' approval.

On December 11, 2009, the Company adopted a share incentive plan (the "2009 Plan"), which provided for the granting of share incentives, including Incentive Stock Option (ISO) and restricted shares to our key employees. Under the 2009 Plan, 175,000 stock options were granted to our key employees with an exercise price of \$6.55 and a contractual life of 10 years, 84,000 and 69,000 restricted shares are granted to members of the board of directors and senior management, respectively, with no cash consideration. Pursuant to the 2009 Plan, options and restricted shares evenly vest over a three-year period with the first 25% vested on the grant day.

The 2009 Plan is administered by the Company's Nominee and Compensation Committee. The Nominee and Compensation Committee has the authority to determine the individuals who will receive grants, the type of grant, the number of shares subject to the grant, the terms of the grant, the time the grants will be made, the duration of any exercise or restriction period, and to deal with any other matters arising under the Plan. The Company's board of directors may amend or terminate the Plan at any time if required under the Plan, subject to shareholders' approval.

On December 20, 2011, the Company's stockholders approved the Company's 2011 Share Incentive Plan (the "2011 Plan"), which provides for the granting of equity incentives, including stock options and restricted shares to our key employees. We have reserved a total of 393,745 ordinary shares for grant under the 2011 Plan in accordance with its terms. A description of the 2011 Plan is set forth in Proposal 2 of the Notice of Annual Meeting of Shareholders and Proxy Statement for the 2011 Annual General Meeting, filed as Exhibit 99.1 to the Company's report on Form 6-K filed on November 30, 2011, and is incorporated herein by reference.

Summarized details of 2005 Plan I, 2005 Plan II and 2009 Plan are as follows. No options or restricted shares were granted as of December 31, 2011 under the 2011 Plan.

	<b>2005 Plan I</b>	<b>2005 Plan II</b>	<b>2009 Plan</b>	
	<b>Option</b>	<b>Option</b>	<b>Option</b>	<b>Restricted shares</b>
Total Option/Restricted Shares Granted	65,875	65,800	175,000	153,000
Grant Date	31-Jan-07	17-Sep-09	11-Dec-09	11-Dec-09
Exercise Price	\$25.42	\$11.71	\$6.55	N/A
Vesting Period	5 years	5 years	3 years	3 years
Vesting Terms	20%	20%	25%(1)	25%(1)
Expired Period	10 years	10 years	10 years	N/A
Grant date fair value per option/restricted share	\$25.72	\$8.27	\$5.02	\$6.55

(1) Vesting occurs on the following schedule: (a) 25% on the grant date and (b) 25% on each anniversary of the grant date

As of December 31, 2011, the total compensation cost related to stock options and restricted shares not yet recognized were RMB3.8 million (US\$0.6 million) and RMB1.6 million (US\$0.3 million), respectively, which are expected to be recognized over a weighted-average period of 1 year and 1 year, respectively.

Total compensation cost for share-based payment arrangement recognized for the years ended December 31, 2009, 2010 and 2011 were RMB6.2 million, RMB5.5 million and RMB5.3 million (US\$0.8 million), respectively.

### **C. Board Practices**

See information provided in response to Item 6.A. above as to the current directors and the expiration of current director terms.

#### **Board of Directors and Board Committees**

Our board of directors consists of nine members. There are no family relationships between any of our executive officers and directors.

The directors are divided into three classes, as nearly equal in number as the then total number of directors permits. Class I directors shall face re-election at our annual general meeting of shareholders in 2012 and every three years thereafter. Class II directors shall face re-election at our annual general meeting of shareholders in 2013 and every three years thereafter. Class III directors shall face re-election at our annual general meeting of shareholders in 2011 and every three years thereafter.

If the number of directors changes, any increase or decrease will be apportioned among the classes so as to maintain the number of directors in each class as nearly as possible. Any additional directors of a class elected to fill a vacancy resulting from an increase in such class will hold office for a term that coincides with the remaining term of that class. Decreases in the number of directors will not shorten the term of any incumbent director. These board provisions could make it more difficult for third parties to gain control of our company by making it difficult to replace members of the Board of Directors.

A director may vote in respect of any contract or transaction in which he is interested, provided, however that the nature of the interest of any director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote on that matter. A general notice or disclosure to the directors or otherwise contained in the minutes of a meeting or a written resolution of the directors or any committee thereof that a director is a shareholder of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

There are no membership qualifications for directors. Further, there are no share ownership qualifications for directors unless so fixed by us in a general meeting. Our independent directors do not have any service contracts with our company that provide for benefits upon termination of service.

Currently, three committees have been established under the board: the audit committee, the compensation committee and the corporate governance committee. The audit committee is responsible for overseeing the accounting and financial reporting processes of our company and audits of the financial statements of our company, including the appointment, compensation and oversight of the work of our independent auditors. The audit committee consists of Dr. Cheng, Mr. Laing and Mr. Lin.

The compensation committee of the board of directors reviews and makes recommendations to the board regarding our compensation policies for our officers and all other forms of compensation, and also administers our incentive compensation plans and equity-based plans (but our board retains the authority to interpret those plans). The compensation committee consists of Dr. Cheng, Mr. Dai and Mr. Lin.

The corporate governance committee of the board of directors is responsible for the assessment of the performance of the board, considering and making recommendations to the board with respect to the nominations or elections of directors and other governance issues. The corporate governance committee consists of Dr. Cheng, Mr. Dai and Mr. Laing.

There are no other arrangements or understandings pursuant to which our directors are selected or nominated.

There are no family relationships among any of the persons named above, and there are no arrangements or understandings with major shareholders, customers, suppliers or others, pursuant to which any such person was selected as a director or member of senior management.

#### **D. Employees**

As of December 31, 2011, we had 869 employees, all of whom were based in China. We believe that our relations with our employees are good. We have never had a work stoppage, and our employees are not subject to a collective bargaining agreement. As of December 31, 2011, 2010 and 2009, we had 869, 740 and 671 employees, respectively.



	<b>December 31, 2009</b>	<b>December 31, 2010</b>	<b>December 31, 2011</b>
Total	671	740	869
General & Administrative	89	88	75
Sales & Marketing	132	75	97
Research & Development	150	160	105
Software Development & Services	300	417	592

#### **E. Share Ownership**

The following table sets forth information with respect to beneficial ownership of our ordinary shares and options as of the date of this annual report, for all of our executive officers and directors individually. Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to the securities. Except as indicated below, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all ordinary shares shown as beneficially owned by them. The number of our ordinary shares outstanding used in calculating the percentage for each listed person includes our ordinary shares underlying options held by such persons, but excludes ordinary shares underlying options held by any other person. Percentage of beneficial ownership is based on 4,334,760 ordinary shares, which includes 3,977,221 ordinary shares currently outstanding and 357,539 restricted shares and options to purchase ordinary shares which have vested or will vest within 60 days. These shareholders do not possess voting rights that differ from our other shareholders.

	<b>Amount of Beneficial Ownership (1)</b>	<b>Percentage Ownership (2)</b>
Adam Yan (3)	546,729	12.61%
Dehong Yang (4)	25,000	*
Qicheng Yang (5)	50,023	1.15%
Hongjun Zou (6)	173,070	3.99%
Ping Yu (7)	17,500	*
Deliang Tong (8)	178,247	4.11 %
Dong Cheng, Ph.D.(9)	25,500	*
John Dai (10)	13,500	*
Dennis O. Laing (11)	11,450	*
Brian Lin (10)	13,500	*
Ming Zhu (11)	11,250	*
Directors and executive officers as a group (12 people)(12)	1,065,769	24.59%

\* Less than 1%.

- (1) Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to the ordinary shares.
- (2) The number of our ordinary shares outstanding used in calculating the percentage for each listed person includes the ordinary shares underlying currently exercisable options held by such person.
- (3) Includes 3,750 vested restricted shares, currently exercisable options to purchase 6,947 ordinary shares and 152,604 ordinary shares through eFuture Inc, whose beneficial owner is Adam Yan.
- (4) Includes 15,000 vested restricted shares.
- (5) Includes 6,000 vested restricted shares and currently exercisable options to purchase 6,579 ordinary shares.
- (6) Includes 2,250 vested restricted shares and currently exercisable options to purchase 6,777 ordinary shares.
- (7) Includes 7,500 vested restricted shares and currently exercisable options to purchase 10,000 ordinary shares.
- (8) Includes 4,500 vested restricted shares.
- (9) Includes 13,500 vested restricted shares and currently exercisable options to purchase 12,000 ordinary shares.
- (10) Includes 13,500 vested restricted shares.
- (11) Includes 11,250 vested restricted shares.
- (12) Includes 102,000 vested restricted shares and currently exercisable options to purchase 42,303 ordinary shares. Mr. Johnson Li resigned on December 31, 2011, which is not included in this table.

#### **Share Incentive Plan**

As of December 31, 2011, we had four share incentive plans in effect. 62,499 shares were reserved under our 2001 Share Incentive Plan, 131,675 shares were reserved under our 2005 Share Incentive Plan, 332,000 shares were reserved under our 2009 Share Incentive Plan and 393,745 shares were reserved under our 2011 Share Incentive Plan. The following table displays the number of shares outstanding under each plan that have been granted and the number remaining under each plan as of the date of filing.

	<b>2001 Share Incentive Plan</b>	<b>2005 Share Incentive Plan</b>	<b>2009 Share Incentive Plan</b>	<b>2011 Share Incentive Plan</b>
Shares Granted under Plan (1)	52,525	110,475	303,250	-
Remaining Shares Available under Plan (2)	9,974	21,200	28,750	393,745
<b>Total</b>	<b>62,499</b>	<b>131,675</b>	<b>332,000</b>	<b>393,745</b>

(1) Includes only those shares (including those underlying warrants or options) that were granted and remain outstanding as of the date of filing. Does not include shares (including those underlying warrants or options) that were granted and subsequently reverted back to the incentive plan upon forfeiture or expiration.

(2) Includes shares (including those underlying warrants or options) that were granted and subsequently reverted back to the incentive plan upon forfeiture or expiration.

## **Item 7. Major Shareholders and Related Party Transactions**

### **A. Major Shareholders**

The following table sets forth information with respect to beneficial ownership of our ordinary shares and options as of the date of this annual report, for all of our executive officers and directors individually. Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to the securities. Except as indicated below, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all ordinary shares shown as beneficially owned by them. The number of our ordinary shares outstanding used in calculating the percentage for each listed person includes our ordinary shares underlying options held by such persons, but excludes ordinary shares underlying options held by any other person. Percentage of beneficial ownership is based on 4,334,760 ordinary shares, which includes 3,977,221 ordinary shares currently outstanding and 357,539 restricted shares and options to purchase ordinary shares which have vested or will vest within 60 days. These shareholders do not possess voting rights that differ from our other shareholders.

	<b>Amount of Beneficial Ownership (1)</b>	<b>Percentage Ownership (2)</b>
Adam Yan (3)	546,729	12.61 %
Zhu-Xu 2006 Charitable Remainder Unitrust	397,175	9.16 %

- (1) Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to the ordinary shares.
- (2) The number of our ordinary shares outstanding used in calculating the percentage for each listed person includes the ordinary shares underlying options held by such person.
- (3) Includes 3,750 vested restricted shares, currently exercisable options to purchase 6,947 ordinary shares and 152,604 ordinary shares held by eFuture Inc., whose beneficial owner is Adam Yan.

### **B. Related Party Transactions**

On March 15, 2010, the Company acquired 15% of the equity interest of cFuture, and cFuture became a related party of the Company. For the period from March 15, 2010 to December 31, 2010, eService purchased from cFuture was RMB367,000, and the implementation service fee revenue derived from cFuture was RMB35,460. No such transaction occurred in 2011.

The senior Vice President of the Company, Hongjun Zou, is the Chief Executive Officer of cFuture. The Company paid his salary and statutory social welfare on behalf of cFuture of RMB137,939 and RMB150,000 for the years ended December 31, 2009 and 2010, respectively. No such transaction occurred in 2011.

On September 23, 2010, the Company signed a Share Purchase Agreement ("September Agreement") to sell 337,685 ordinary shares to 13 purchasers. The price of the shares is equal to US\$5.37 per share, the average closing price of the Company's ordinary shares for the 20 consecutive trading days ending on, and including, September 23, 2010. 152,604 of the shares was purchased by eFuture Inc., a Cayman Islands holding company controlled by the Company's chairman and Chief Executive Officer, Adam Yan. 78,212 and 36,320 of the shares were sold to a board member (other than independent directors) and executive management of the Company, respectively. The issuance or register of such shares was completed on January 6, 2011.

In April 2011, the Company paid car rental fee of RMB135,000 (US\$21,449) to Hongjun Zou, the senior Vice President of the Company. For the year ended December 31, 2011, half of this amount was amortized to the income statement prescribed by the contractual term.

#### **C. Interests of Experts and Counsel**

Not applicable.

#### **Item 8. Financial Information**

The consolidated financial statements of eFuture Information Technology Inc. are included at the end of this annual report, beginning with page F-1.

#### **Legal and Administrative Proceedings**

On October 12, 2011, the plaintiff, Microsoft Corporation, filed four software copyright infringement claims against eFuture Beijing at Wuhan Intermediate People's Court. Under these claims, the plaintiff demands eFuture Beijing's immediate cease of use of the infringing software products, a damage of total RMB2,000,000 (US\$317,768) for the loss suffered by the plaintiff, the recovery for reasonable expenses incurred to the plaintiff and the litigation fees. eFuture Beijing disagrees that Wuhan Intermediate People's Court has the jurisdiction to hear these cases, and is currently in the process of requesting a review of jurisdiction from the Supreme People's Court.

Other than as described above, we are not currently a party to any serious litigation or other legal proceedings brought against us. We are also not aware of any legal proceedings, investigation or claim, or other legal exposure that has a more than remote possibility of having a material adverse effect on our business, financial condition or results of operations. We may be subject to legal proceedings, investigations and claims incidental to the conduct of our business from time to time.

#### **Item9. The Offer and Listing**

##### **A. Offer and Listing Details**

Our ordinary shares are listed on the NASDAQ Capital Market under the symbol "EFUT." The following table sets forth the high and low market prices for (i) the Company's most recent five fiscal years, (ii) the quarterly periods for the Company's last two fiscal years and the first two quarters of 2012, and (iii) the most recent four months on a monthly basis.

**Full Financial Years**

		<b>Low</b>	<b>High</b>
January 1, 2011 &#8212 December 31, 2011	\$	3.18	\$ 6.05
January 1, 2010 &#8212 December 31, 2010	\$	4.35	\$ 7.39
January 1, 2009 &#8212 December 31, 2009	\$	4.71	\$ 13.84
January 1, 2008 &#8212 December 31, 2008	\$	2.51	\$ 19.44
January 1, 2007 &#8212 December 31, 2007	\$	14.70	\$ 37.26

**Fiscal Quarters**

April 1, 2012 &#8212 April 30, 2012	\$	4.00	\$ 4.40
January 1, 2012 &#8212 March 31, 2012	\$	3.87	\$ 4.85
October 1, 2011 &#8212 December 31, 2011	\$	3.18	\$ 4.71
July 1, 2011 &#8212 September 30, 2011	\$	3.52	\$ 6.00
April 1, 2011 &#8212 June 30, 2011	\$	3.31	\$ 5.68
January 1, 2011 &#8212 March 31, 2011	\$	4.83	\$ 6.05
October 1, 2010 &#8212 December 31, 2010	\$	5.20	\$ 7.39
July 1, 2010 &#8212 September 30, 2010	\$	4.45	\$ 6.05
April 1, 2010 &#8212 June 30, 2010	\$	4.35	\$ 6.57
January 1, 2010 &#8212 March 31, 2010	\$	5.25	\$ 6.92

**Monthly**

April 2012 (through April 20, 2012)	\$	4.00	\$ 4.40
March 2012	\$	3.87	\$ 4.16
February 2012	\$	3.91	\$ 4.65
January 2012	\$	4.27	\$ 4.85

**B. Plan of Distribution**

Not applicable.

**C. Markets**

Our ordinary shares are listed on the NASDAQ Capital Market under the symbol "EFUT."

**D. Selling Shareholders**

Not applicable.

**E. Dilution**

Not applicable.

**F. Expenses of the Issue**

Not applicable.

**Item 10. Additional Information****A. Share Capital**

Not applicable

**B. Memorandum and Articles of Association**

The information required by this item is incorporated by reference to the material headed "Description of Share Capital" in our Registration Statement on Form F-1, File No. 333-126007, as filed with the SEC.

**C. Material Contracts**

We have not entered into any material contracts other than in the ordinary course of business and other than those described in Item 4, "Information on the Company"

## **D. Exchange Controls**

### *Exchange Controls in China*

The principal regulations governing foreign currency exchange in China are the Foreign Exchange Administration Regulations (1996), as amended in 2007 and 2008, and the Administration Rules of the Settlement, Sale and Payment of Foreign Exchange (1996). Under these regulations, Renminbi are freely convertible for current account items, including the distribution of dividends, interest payments, trade and service-related foreign exchange transactions, but not for most capital account items, such as direct investment, loan, repatriation of investment and investment in securities outside China, unless the prior approval of SAFE or its local counterparts is obtained. In addition, any loans to an operating subsidiary in China that is a foreign invested enterprise, cannot, in the aggregate, exceed the difference between its respective approved total investment amount and its respective approved registered capital amount. Furthermore, any foreign loan must be registered with SAFE or its local counterparts for the loan to be effective. Any increase in the amount of the total investment and registered capital must be approved by the PRC Ministry of Commerce or its local counterpart. We may not be able to obtain these government approvals or registrations on a timely basis, if at all, which could result in a delay in the process of making these loans.

The dividends paid by the subsidiary to its shareholder are deemed shareholder income and are taxable in China. Pursuant to the Administration Rules of the Settlement, Sale and Payment of Foreign Exchange (1996), foreign-invested enterprises in China may purchase or remit foreign exchange, subject to a cap approved by SAFE, for settlement of current account transactions without the approval of SAFE. Foreign exchange transactions under the capital account are still subject to limitations and require approvals from, or registration with, SAFE and other relevant PRC governmental authorities.

#### *Dividend Distribution*

The principal regulations governing the distribution of dividends by foreign holding companies include the Foreign Investment Enterprise Law (1986), as amended, and the Administrative Rules under the Foreign Investment Enterprise Law (2001).

Under these regulations, foreign investment enterprises in China may pay dividends only out of their retained profits, if any, determined in accordance with PRC accounting standards and regulations. In addition, foreign investment enterprises in China are required to allocate at least 10% of their respective retained profits each year, if any, to fund certain reserve funds unless these reserves have reached 50% of the registered capital of the enterprises. These reserves are not distributable as cash dividends.

#### *Notice 75*

On October 21, 2005, SAFE issued Notice 75, which became effective as of November 1, 2005. According to Notice 75, prior registration with the local SAFE branch is required for PRC residents to establish or to control an offshore company for the purposes of financing that offshore company with assets or equity interests in an onshore enterprise located in the PRC. An amendment to registration or filing with the local SAFE branch by such PRC resident is also required for the injection of equity interests or assets of an onshore enterprise in the offshore company or overseas funds raised by such offshore company, or any other material change involving a change in the capital of the offshore company.

Moreover, Notice 75 applies retroactively. As a result, PRC residents who have established or acquired control of offshore companies that have made onshore investments in the PRC in the past are required to complete the relevant registration procedures with the local SAFE branch by March 31, 2006. Under the relevant rules, failure to comply with the registration procedures set forth in Notice 75 may result in restrictions being imposed on the foreign exchange activities of the relevant onshore company, including the increase of its registered capital, the payment of dividends and other distributions to its offshore parent or affiliate and capital inflow from the offshore entity, and may also subject relevant PRC residents to penalties under PRC foreign exchange administration regulations.

PRC residents who control our company are required to register with SAFE in connection with their investments in us. Such individuals completed this registration in 2007. If we use our equity interest to purchase the assets or equity interest of a PRC company owned by PRC residents in the future, such PRC residents will be subject to the registration procedures described in Notice 75.  
*New M&A Regulations and Overseas Listings*

On August 8, 2006, six PRC regulatory agencies, including the Ministry of Commerce, the State Assets Supervision and Administration Commission, the State Administration for Taxation, the State Administration for Industry and Commerce, CSRC and SAFE, jointly issued the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the New M&A Rule, which became effective on September 8, 2006. This New M&A Rule, among other things, includes provisions that purport to require that an offshore special purpose vehicle formed for purposes of overseas listing of equity interests in PRC companies and controlled directly or indirectly by PRC companies or individuals obtain the approval of CSRC prior to the listing and trading of such special purpose vehicle's securities on an overseas stock exchange.

On September 21, 2006, CSRC published on its official website procedures regarding its approval of overseas listings by special purpose vehicles. The CSRC approval procedures require the filing of a number of documents with the CSRC and it would take several months to complete the approval process. The application of this new PRC regulation remains unclear with no consensus currently existing among leading PRC law firms regarding the scope of the applicability of the CSRC approval requirement.

## **E. Taxation**

### *Cayman Islands Taxation*

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to our company levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within the jurisdiction of the Cayman Islands. The Cayman Islands are not party to any double tax treaties. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Pursuant to Section 6 of the Tax Concessions Law (1999 Revision) of the Cayman Islands, we have obtained an undertaking from the Governor-in-Council:

- that no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciation shall apply to us or our operations; and
- that the aforesaid tax or any tax in the nature of estate duty or inheritance tax shall not be payable on the shares, debentures or other of our obligations.

The undertaking for us is for a period of twenty years from December 19, 2000.

### *United States Federal Income Taxation*

The following is a summary of material United States federal income tax consequences under present law relating to the purchase, ownership, and disposition of our ordinary shares. This description does not provide a complete analysis of all potential tax consequences. The information provided below is based on the Internal Revenue Code of 1986, as amended, or the Code, Treasury Regulations, proposed Treasury Regulations, Internal Revenue Service, or the IRS, published rulings and court decisions, all as of the date hereof. These authorities may change, possibly on a retroactive basis, or the IRS might interpret the existing authorities differently. In either case, the tax consequences of purchasing, owning or disposing of ordinary shares could differ from those described below. We do not intend to obtain a ruling from the IRS with respect to the tax consequences of acquiring or holding the ordinary shares.

This description is general in nature and does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular investor in light of the investor's particular circumstances, or to certain types of investors subject to special treatment under U.S. federal income tax laws, such as:

- banks or financial institutions;
- life insurance companies;
- tax-exempt organizations;
- dealers in securities or foreign currencies;
- traders in securities that elect to apply a mark-to-market method of accounting;
- persons holding ordinary shares as part of a position in a "straddle" or as part of a "hedging," "conversion" or "integrated" transaction for U.S. federal income tax purposes;
- persons subject to the alternative minimum tax provisions of the Code; and
- persons that have a "functional currency" other than the U.S. dollar.

This description generally applies to purchasers of our ordinary shares as capital assets. This description does not consider the effect of any foreign, state, local or other tax laws that may be applicable to particular investors.

Investors considering the purchase of ordinary shares should consult their own tax advisors regarding the application of the U.S. federal income tax laws to their particular situations and the consequences of U.S. federal estate or gift tax laws, foreign, state, or local laws, and tax treaties.

#### *U.S. Holders*

As used herein, the term "U.S. Holder" means a beneficial owner of ordinary shares that is:

- a citizen or resident of the U.S. or someone treated as a U.S. citizen or resident for U.S. federal income tax purposes;
- a corporation or other entity taxable as a corporation for U.S. federal income tax purposes organized in or under the laws of the U.S. or any political subdivision thereof;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if such trust validly elects to be treated as a U.S. person for U.S. federal income tax purposes, or if (a) a court within the U.S. can exercise primary supervision over its administration and (b) one or more U.S. persons have the authority to control all of the substantial decisions of such trust.

If a partnership (including for this purpose any entity treated as a partnership for U.S. tax purposes) is a beneficial owner of the ordinary shares, the U.S. tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. A holder of the ordinary shares that is a partnership and partners in such partnership should consult their individual tax advisors about the U.S. federal income tax consequences of holding and disposing of the ordinary shares.

**If you are not a U.S. Holder, this subsection does not apply to you and you should refer to "Non-U.S. Holders" below.**

*Taxation of Dividends and Other Distributions on Ordinary shares*

Subject to the passive foreign investment company rules discussed below, all distributions to a U.S. Holder with respect to the ordinary shares, other than certain pro rata distributions of our shares, will be includible in a U.S. Holder's gross income as ordinary dividend income when received, but only to the extent that the distribution is paid out of our current or accumulated earnings and profits. For this purpose, earnings and profits will be computed under U.S. federal income tax principles. The dividends will not be eligible for the dividends-received deduction allowed to corporations. To the extent that the amount of the distribution exceeds our current and accumulated earnings and profits, it will be treated first as a tax-free return of the tax basis in the ordinary shares, and to the extent the amount of the distribution exceeds the U.S. Holder's tax basis, the excess will be taxed as capital gain. Any gain recognized by a non-corporate U.S. Holder on the sale or exchange of ordinary shares generally will be subject to a maximum tax rate of 15%, which maximum tax rate will increase under current law to 20% for dispositions occurring during taxable years beginning on or after January 1, 2009.

Dividends paid in Renminbi will be included in your income as a U.S. dollar amount based on the exchange rate in effect on the date that the U.S. Holder receives the dividend, regardless of whether the payment is in fact converted into U.S. dollars. If the U.S. Holder does not receive U.S. dollars on the date the dividend is distributed, the U.S. Holder will be required to include either gain or loss in income when the U.S. Holder later exchanges the Renminbi for U.S. dollars. The gain or loss will be equal to the difference between the U.S. dollar value of the amount that the U.S. Holder includes in income when the dividend is received and the amount that the U.S. Holder receives on the exchange of the Renminbi for U.S. dollars. The gain or loss generally will be ordinary income or loss from United States sources. If we distribute as a dividend non-cash property, the U.S. Holder will generally include in income an amount equal to the U.S. dollar equivalent of the fair market value of the property on the date that it is distributed.

Dividends will constitute foreign source income for foreign tax credit limitation purposes. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends distributed by us with respect to the ordinary shares will be "passive income" or, in the case of certain U.S. Holders, "financial services income." In particular circumstances, a U.S. Holder that:

- has held the ordinary shares for less than a specified minimum period during which it is not protected from risk of loss,
- is obligated to make payments related to the dividends, or
- holds the ordinary shares in arrangements in which the U.S. Holder's expected economic profit, after non-U.S. taxes, is insubstantial will not be allowed a foreign tax credit for foreign taxes imposed on dividends paid on the ordinary shares.

Distributions to a U.S. Holder of shares or rights to subscribe for shares that are received as part of a pro rata distribution to all our shareholders should not be subject to U.S. federal income tax. The basis of the new shares or rights so received will be determined by allocating the U.S. Holder's tax basis in the ordinary shares between the ordinary shares and the new shares or rights received, based on their relative fair market values on the date of distribution. However, the basis of the new shares or rights will be zero if:

- the fair market value of the new shares or rights is less than 15.0% of the fair market value of the old ordinary shares at the time of distribution; and
- the U.S. Holder does not make an election to determine the basis of the new shares by allocation as described above.

The U.S. Holder's holding period in the new shares or rights will generally include the holding period of the old ordinary shares on which the distribution was made.

#### *Taxation of Disposition of Ordinary shares*

Subject to the passive foreign investment company rules discussed below, a U.S. Holder will recognize taxable gain or loss on any sale or exchange of ordinary shares equal to the difference between the amount realized (in U.S. dollars) for the ordinary shares and the U.S. Holder's tax basis (in U.S. dollars) in the ordinary shares. The gain or loss will be capital gain or loss. Any gain or loss that you recognize will generally be treated as United States source income or loss, except that losses will be treated as foreign source losses to the extent you received dividends that were includible in the financial services income basket during the 24-month period prior to the sale. If the ordinary shares are not stock in a passive foreign investment company with respect to a U.S. Holder in either the taxable year of the distribution or the preceding taxable year, the distribution otherwise constitutes qualified dividend income for United States federal income tax purposes, certain holding period and other requirements are met, and the distribution is received in a taxable year beginning prior to January 1, 2009, the distribution will be taxable to a non-corporate U.S. Holder at a maximum rate of 15%.



### *Passive Foreign Investment Company*

We believe that we are not a passive foreign investment company for U.S. federal income tax purposes, but we cannot be certain whether we will be treated as a passive foreign investment company for any future taxable year. If we are a passive foreign investment company in any year in which a U.S. Holder holds ordinary shares, the U.S. Holder generally will be subject to increased U.S. tax liabilities and reporting requirements on receipt of certain dividends or on a disposition of ordinary shares, in that year and all subsequent years although a shareholder election to terminate such deemed passive foreign investment company status may be made in certain circumstances. U.S. Holders should consult their own tax advisors regarding our status as a passive foreign investment company, the consequences of an investment in a passive foreign investment company, and the consequences of making a shareholder election to terminate deemed passive foreign investment company status if we no longer meet the income or asset test for passive foreign investment company status in a subsequent taxable year.

A company is considered a passive foreign investment company for any taxable year if either:

- at least 75.0% of its gross income is passive income, or
- at least 50.0% of the value of its assets (based on an average of the quarterly values of the assets during a taxable year) is attributable to assets that produce or are held for the production of passive income.

We will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25.0% (by value) of the stock of such corporation.

Our belief that we are not a passive foreign investment company is based on our estimate of the fair market value of our intangible assets, including goodwill, not reflected in our financial statements under US GAAP. In the future, in calculating the value of these intangible assets, we will value our total assets, in part, based on our total market value determined using the average of the quarterly selling prices of the ordinary shares for the relevant year. We believe this valuation approach is reasonable. However, it is possible that the IRS will challenge the valuation of our intangible assets, which may result in our classification as a passive foreign investment company. In addition, if our actual acquisitions and capital expenditures do not match our projections, the likelihood that we are or will be classified as a passive foreign investment company may also increase.

A separate determination must be made each year as to whether we are a passive foreign investment company. As a result, our passive foreign investment company status may change.

If we are a passive foreign investment company for any taxable year during which a U.S. Holder holds ordinary shares, the U.S. Holder will be subject to special tax rules with respect to:

- Any "excess distribution" that the U.S. Holder receives on ordinary shares, and
- Any gain the U.S. Holder realizes from a sale or other disposition (including a pledge) of the ordinary shares, unless the U.S. Holder makes a "mark-to-market" election as discussed below.

Distributions the U.S. Holder receives in a taxable year that are greater than 125% of the average annual distributions the U.S. Holder received during the shorter of the three preceding taxable years or the U.S. Holder's holding period for the ordinary shares will be treated as an excess distribution. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over your holding period for the ordinary shares,
- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we were a passive foreign investment company, will be treated as ordinary income, and
- the amount allocated to each other year will be subject to tax at the highest tax rate in effect for that year and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

The tax liability for amounts allocated to years prior to the year of disposition or "excess distribution" cannot be offset by any net operating losses, and gains (but not losses) realized on the sale of the ordinary shares cannot be treated as capital, even if the U.S. Holder holds the ordinary shares as capital assets.

A U.S. shareholder of a passive foreign investment company may avoid taxation under the excess distribution rules discussed above by making a "qualified electing fund" election to include the U.S. Holder's share of our income on a current basis. However, a U.S. Holder may make a qualified electing fund election only if the passive foreign investment company agrees to furnish the shareholder annually with certain tax information, and we do not presently intend to prepare or provide such information.

Alternatively, a U.S. Holder of "marketable stock" in a passive foreign investment company may make a mark-to-market election for stock of a passive foreign investment company to elect out of the excess distribution rules discussed above. If a U.S. Holder makes a mark-to-market election for the ordinary shares, the U.S. Holder will include in income each year an amount equal to the excess, if any, of the fair market value of the ordinary shares as of the close of your taxable year over the U.S. Holder's adjusted basis in such ordinary shares. A U.S. Holder is allowed a deduction for the excess, if any, of the adjusted basis of the ordinary shares over their fair market value as of the close of the taxable year only to the extent of any net mark-to-market gains on the ordinary shares included in the U.S. Holder's income for prior taxable years. Amounts included in a U.S. Holder's income under a mark-to-market election, as well as gain on the actual sale or other disposition of the ordinary shares, are treated as ordinary income. Ordinary loss treatment also applies to the deductible portion of any mark-to-market loss on the ordinary shares, as well as to any loss realized on the actual sale or disposition of the ordinary shares, to the extent that the amount of such loss does not exceed the net mark-to-market gains previously included for such ordinary shares. A U.S. Holder's basis in the ordinary shares will be adjusted to reflect any such income or loss amounts. The tax rules that apply to distributions by corporations which are not passive foreign investment companies would apply to distributions by us.

The mark-to-market election is available only for stock which is regularly traded on a national securities exchange that is registered with the SEC or on NASDAQ, or an exchange or market that the U.S. Secretary of the Treasury determines has rules sufficient to ensure that the market price represents a legitimate and sound fair market value. The mark-to-market election would be available to a U.S. Holder unless our ordinary shares are delisted from The NASDAQ Capital Market and do not subsequently become regularly traded on another qualified exchange or market.

A U.S. Holder who holds our ordinary shares in any year in which we are a passive foreign investment company would be required to file IRS Form 8621 regarding distributions received on our ordinary shares and any gain realized on the disposition of our ordinary shares.

#### *Non-U.S. Holders*

A Non-U.S. Holder generally will not be subject to U.S. federal income tax on dividends paid by us with respect to our ordinary shares unless the income is effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States.

A Non-U.S. Holder generally will not be subject to U.S. federal income tax on any gain attributable to a sale or other disposition of our ordinary shares unless such gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States or the Non-U.S. Holder is a natural person who is present in the United States for 183 days or more and certain other conditions exist.

Dividends and gains that are effectively connected with a Non-U.S. Holder's conduct of a trade or business in the United States generally will be subject to tax in the same manner as they would be if the Non-U.S. Holder were a U.S. Holder, except that the passive foreign investment company rules will not apply. Effectively connected dividends and gains received by a corporate Non-U.S. Holder may also be subject to an additional branch profits tax at a 30.0% rate or a lower tax treaty rate.

### *Information Reporting and Backup Withholding*

In general, information reporting requirements will apply to dividends in respect of our ordinary shares or the proceeds received on the sale, exchange or redemption of our ordinary shares paid within the United States (and, in certain cases, outside the United States) to U.S. Holders other than certain exempt recipients, such as corporations, and backup withholding tax may apply to such amounts if the U.S. Holder fails to provide an accurate taxpayer identification number or to report interest and dividends required to be shown on its U.S. federal income tax returns. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as credit against the U.S. Holder's U.S. federal income tax liability provided that the appropriate returns are filed.

A Non-U.S. Holder generally may eliminate the requirement for information reporting and backup withholding by providing certification of its foreign status to the payer, under penalties of perjury, on IRS Form W-8BEN.

### **F. Dividends and Paying Agents**

Not applicable.

### **G. Statement by Experts**

Not applicable.

### **H. Documents on Display**

We have filed this Annual Report on Form 20-F with the SEC under the Exchange Act. Statements made in this Annual Report as to the contents of any document referred to are not necessarily complete. With respect to each such document filed as an exhibit to this Annual Report, reference is made to the exhibit for a more complete description of the matter involved, and each such statement shall be deemed qualified in its entirety by such reference.

We are subject to the information requirements of the Exchange Act. In accordance with these requirements, the Company files reports and other information with the SEC. You may read and copy any materials filed with the SEC at the Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a web site at <http://www.sec.gov> that contains reports, proxy statements and other information regarding registrants that file electronically with the SEC.

As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

### **I. Subsidiary Information**

Not applicable.

### **Item 11. Quantitative and Qualitative Disclosures about Market Risk**

#### *Interest Rate Risk*

Our exposure to market risk for changes in interest rates relates primarily to the interest income generated by our cash deposits in banks and interest expense arising from our short-term bank borrowings that we incur in our ordinary course of business. We have not used derivative financial instruments in our investment portfolio. Interest-earning instruments and floating rate debt carry a degree of interest rate risk. We have not been exposed, nor do we anticipate being exposed, to material risks due to changes in interest rates. Our future interest income may fluctuate in line with changes in interest rates. However, the risk associated with fluctuating interest rates is principally confined to our cash deposits in banks, and, therefore, our exposure to interest rate risk is minimal and immaterial.

### *Foreign Exchange Risk*

Virtually all of our revenues and costs are denominated in Renminbi and substantially all of our assets and liabilities are denominated in Renminbi. As a result, we are exposed to foreign exchange risk as our revenues and results of operations may be impacted by fluctuations in the exchange rate between U.S. dollars and Renminbi. We have not hedged exposures denominated in foreign currencies using any derivative financial instruments. Any significant revaluation of RMB against the U.S. dollar may materially affect our revenues, earnings and financial position in U.S. dollars. The RMB appreciated by 4.49% against the U.S. dollar in 2011 and the exchange rate between the RMB and the U.S. dollar was relatively stable in 2010 and 2009. If the Renminbi continuously appreciates against the U.S. dollar, the value of our Renminbi revenues and assets as expressed in U.S. dollars in our financial statements will be subject to change. See "Risk Factors &#8212; Fluctuation of the Renminbi could materially affect our financial condition and results of operations."

### *Inflation*

Inflation in China has not had a material impact on our results of operations in recent years. According to the National Bureau of Statistics of China, the change in the Consumer Price Index in China was negative 0.7%, 3.3% and 5.4% in 2009, 2010 and 2011, respectively. The Chinese government may introduce measures in the future intended to reduce the inflation rate in China. We cannot assure you that these measures will not have a significant impact on our business. Any such measures may not be successful or immediately effective in reducing or slowing the increase in China's inflation rate. Sustained or increased inflation in China may have an impact on China's economy and our customers, which may adversely affect our business and financial results.

### *Taxation*

The Company is incorporated in the Cayman Islands and conducts its primary business operations through the subsidiary and VIEs in the PRC. Under the current laws of the Cayman Islands and BVI, the Company is not subject to tax on income or capital gains. Additionally, upon payments of dividends by the Company to its shareholders, no Cayman Islands and BVI withholding tax will be imposed.

According to the PRC Corporate Income Tax Law, or the CIT Law, which became effective on January 1, 2008, as further clarified by subsequent tax regulations implementing the CIT Law, foreign-invested enterprises and domestic enterprises are subject to corporate income tax, at a uniform rate of 25%. The CIT rate of enterprises established before March 16, 2007 that were eligible for preferential tax rates according to then effective tax laws and regulations will gradually transition to the uniform 25% CIT rate by January 1, 2013. In addition, certain enterprises may still benefit from a preferential tax rate of 15% under the CIT Law if they qualify as "high and new technology enterprises strongly supported by the state," subject to certain general factors described in the CIT Law and the related regulations.

In December 2008, our subsidiary eFuture Beijing was designated as "High and New Technology Enterprises" under the CIT Law, which entitles it to a preferential enterprise income tax rate of 15% from 2008 to 2013. Biaoshang and Wangku were subject to a 25% tax rate in 2009 and 2010, respectively.

The CIT Law treats enterprises established outside of China with "effective management and control" located in China as PRC resident enterprises for tax purposes. The term "effective management and control" is generally defined as exercising overall management and control over the business, personnel, accounting, properties, etc. of an enterprise. The Company, if considered a PRC resident enterprise for tax purposes, would be subject to the PRC CIT at the rate of 25% on its worldwide income for the period after January 1, 2008. As of December 31, 2011, the Company has not accrued for PRC tax on such basis. The Company will continue to monitor its tax status.

### **Item 12. Description of Securities Other than Equity Securities**

Not applicable.

## PART II

### **Item13. Defaults, Dividend Arrearages and Delinquencies**

None

### **Item14. Material Modifications to the Rights of Securities Holders and Use of Proceeds**

None

### **Item15. Controls and Procedures**

#### *Evaluation of Disclosure Controls and Procedures*

Because of their inherent limitations, disclosure controls and procedures and internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of the effectiveness of such disclosure controls and procedures and internal control over financial reporting to future periods are subject to the risk that such procedures and controls may become inadequate because of changes in conditions, or that the degree of compliance with such policies and procedures may deteriorate.

As required by Rule 13a-15 (b) under the Securities Exchange Act, our management has carried out an evaluation under the supervision of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the period covered by this report.

Based upon that evaluation, our management has concluded that as of December 31, 2011, our disclosure controls and procedures were effective in ensuring that the information required to be disclosed by us in the reports that we file and furnish under the Exchange Act was recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

#### *Management's Annual Report on Internal Control over Financial Reporting*

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting is a process designed under the supervision of our Chief Executive Officer and Chief Financial Officer to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2011. In making this assessment, management used the framework set forth in the report entitled "Internal Control - Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission, or COSO. The COSO framework summarizes each of the components of a company's internal control system, including (i) the control environment, (ii) risk assessment, (iii) control activities, (iv) information and communication and (v) monitoring. Based on that evaluation, management concluded that these controls were effective at December 31, 2011.

#### *Changes in Internal Controls over Financial Reporting*

There were no changes in our internal controls over financial reporting during the year ended December 31, 2011 that have materially affected, or are reasonably likely to materially affect our internal control over financial reporting.

### **Item16. [Reserved]**

**Item16A. Audit Committee Financial Expert**

The Company's Board of Directors has determined that Mr. Brian Lin qualifies as an "audit committee financial expert" in accordance with applicable NASDAQ Capital Market standards. Mr. Lin is not deemed to be an "expert" for any purpose, including for purposes of section 11 of the Securities Act of 1933, as a result of being designated as an audit committee financial expert, and this designation does not impose on Mr. Lin any duties, obligations or liability that are greater than those imposed on him as a member of the Audit Committee and Board of Directors in the absence of that designation.

The Company's Board of Directors has also determined that Mr. Lin and the other members of the Audit Committee are all "independent" in accordance with the applicable NASDAQ Capital Market standards.

**Item16B. Code of Ethics**

The Company has adopted a Code of Business Conduct and Ethics that applies to the Company's employees, including its principal executive officer, principal financial officer, principal accounting officer, controller and persons performing similar functions. A copy of the Code of Business Conduct and Ethics was filed as an exhibit to our 2006 Annual Report. In addition, the Company has posted this information on its website at [www.e-future.com.cn](http://www.e-future.com.cn). The Company will provide any person a copy of its Code of Business Conduct and Ethics, without charge, upon request. Such request should be addressed to:

eFuture Information Technology Inc.  
8F Topnew Tower  
15 Guanghai Road  
Chaoyang District  
Beijing 100026, People's Republic of China  
Attention: Secretary

**Item16C. Principal Accountant Fees and Services***Audit Fees*

For the year ended December 31, 2010, we incurred in the aggregate amounts of \$169,000 and \$9,000 for the annual audit of our financial statements and the quarterly review of our financial information, which was billed or expected to be billed by Grant Thornton China and JBPB & Co., respectively. For the year ended December 31, 2011, we incurred in the aggregate amounts of RMB1,050,000 (US\$166,828) for the annual audit of our financial statements, which was billed by Grant Thornton China.

*Audit Related Fees*

There were no audit related fees incurred for fiscal years 2010 and 2011.

*Tax and All Other Fees*

We did not pay JBPB & Co. and Grant Thornton China any fees for tax or other services for fiscal years 2010 and 2011, respectively.

*Audit Committee Pre-Approval Policies and Procedures*

Our Audit Committee has the sole authority to approve all audit engagement fees and terms, and the Audit Committee, or as member of the Audit Committee, must pre-approve any audit and non-audit service provided to the Company by the Company's independent auditor. Our Audit Committee approved all of the services provided by Grant Thornton China and JBPB & Co. for fiscal year 2011 and 2010, respectively.

**Item 16D. Exemptions from the Listing Standards for Audit Committees**

Not applicable.

**Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

Not applicable.

**Item 16F. Change in Registrant's Certifying Accountant.**

None

**Item 16G. Corporate Governance.**

Our corporate governance practices do not differ from those followed by domestic companies listed on the NASDAQ Capital Market.

## PART III

### Item 17. Financial Statements

We have elected to provide financial statements pursuant to Item 18.

### Item 18. Financial Statements

The consolidated financial statements of eFuture Information Technology Inc. are included at the end of this annual report, beginning with page F-1.

### Item 19. Exhibits

- 1.1 Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form F-1 (File No. 333-126007) filed with the SEC on June 21, 2005)
- 1.2 Written resolutions of the Registrant amending the terms of its Memorandum of Association dated June 16, 2005 (incorporated by reference to Exhibit 3.3 of the Registrant's Registration Statement on Form F-1 (File No. 333-126007) filed with the SEC on October 18, 2005)
- 2.1 Specimen Certificate for Ordinary shares (incorporated by reference to Exhibit 4.1 of the Registrant's Registration Statement on Form F-1 (File No. 333-126007) filed with the SEC on August 22, 2005)
- 4.1 Securities Purchase Agreement dated as of March 13, 2007 by and among the Company, Capital Ventures International ("CVI"), Hudson Bay Fund, LP ("HBF") and Hudson Bay Overseas Fund, Ltd. ("HBOF") (incorporated by reference to Exhibit 99.1 of the Registrant's Current Report on Form 6-K filed with the SEC on March 15, 2007)
- 4.2 Registration Rights Agreement, dated March 13, 2007 by and among the Company, CVI, HBF and HBOF (incorporated by reference to Exhibit 99.5 of the Registrant's Current Report on Form 6-K filed with the SEC on March 15, 2007)
- 4.3 Form of Senior Convertible Note issued pursuant to the Securities Purchase Agreement dated as of March 13, 2007 (incorporated by reference to Exhibit 99.3 of the Registrant's Current Report on Form 6-K filed with the SEC on March 15, 2007)
- 4.4 Form of Series A Warrant issued pursuant to the Securities Purchase Agreement dated as of March 13, 2007 (incorporated by reference to Exhibit 99.2 of the Registrant's Current Report on Form 6-K filed with the SEC on March 15, 2007)
- 4.5 Form of Series B Warrant issued pursuant to the Securities Purchase Agreement dated as of March 13, 2007 (incorporated by reference to Exhibit 99.3 of the Registrant's Current Report on Form 6-K filed with the SEC on March 15, 2007)
- 4.6 Acquisition of Beijing Wangku Hutong Information Technology Co., Ltd. (incorporated by reference to Exhibit 99.1 of the Registrant's Current Report on Form 6-K filed with the SEC on May 21, 2007)
- 4.7 Acquisition of Crownhead Holdings Ltd. And Royalstone System Integrated Co., Ltd (incorporated by reference to Exhibit 99.1 of the Registrant's Current Report on Form 6-K filed with the SEC on August 15, 2007)
- 4.8\* English translation of Equity Transfer Agreement dated as of July 16, 2010 between Tingchao Zhao (the nominee of the Registrant) and Boyong Jiang
- 4.9\* English translation of Equity Transfer Agreement dated as of March 13, 2011 between Xuejun Zhang (the nominee of the Registrant) and Haibo Wang
- 4.10\* Loan Agreement dated as of January 18, 2011 between eFuture Beijing and Xuejun Zhang, one of the shareholders of Changshengtiandi
- 4.11\* Loan Agreement dated as of January 18, 2011 between eFuture Beijing and Hongjun Zou, one of the shareholders of Changshengtiandi
- 4.12\* Share Pledge Agreement dated as of January 18, 2011 between eFuture Beijing and Xuejun Zhang, one of the shareholders of Changshengtiandi
- 4.13\* Share Pledge Agreement dated as of January 18, 2011 between eFuture Beijing and Hongjun Zou, one of the shareholders of Changshengtiandi
- 4.14\* Exclusive Option Agreement dated as of January 18, 2011 between eFuture Beijing, Changshengtiandi and Xuejun Zhang, one of the shareholders of Changshengtiandi
- 4.15\* Exclusive Option Agreement dated as of January 18, 2011 between eFuture Beijing, Changshengtiandi and Hongjun Zou, one of the shareholders of Changshengtiandi



4.16\* Exclusive Business Cooperation Agreement dated as of January 18, 2011 between eFuture Beijing and Changshengtiandi  
4.17\* Supplemental Agreement to Exclusive Business Cooperation Agreement dated as of April 23, 2012 between eFuture Beijing and Changshengtiandi  
4.18\* Power of Attorney dated as of January 18, 2011 issued by Xuejun Zhang, one of the shareholders of Changshengtiandi  
4.19\* Power of Attorney dated as of January 18, 2011 issued by Hongjun Zou, one of the shareholders of Changshengtiandi  
8.1\* Subsidiaries of the Registrant  
11.1 Code of Business Conduct and Ethics (incorporated by reference to Exhibit 11.1 of the Registrant's Annual Report on Form 6-K filed with the SEC on June 28, 2007)  
12.1\* Section 302 Certification of Adam Yan  
12.2\* Section 302 Certification of Sean Zheng  
13.1\* Section 906 Certification of Adam Yan  
13.2\* Section 906 Certification of Sean Zheng

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\* Filed herewith.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the undersigned certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 20-F and has duly caused this Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 on Form 20-F to be signed on its behalf by the undersigned, thereunto duly authorized, in the People's Republic of China, on the 30th day of April, 2012.

### EFUTURE INFORMATION TECHNOLOGY INC.

By: /s/ Adam Yan  
Name: Adam Yan  
Title: Chairman and Chief Executive Officer  
  
(Principal Executive Officer)  
Date: April 30, 2012

By: /s/ Sean Zheng  
Name: Sean Zheng  
Title: Chief Financial Officer  
  
(Principal Financial Officer)  
Date: April 30, 2012

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

Board of Directors and Shareholders of

eFuture Information Technology Inc.

We have audited the accompanying consolidated balance sheets of eFuture Information Technology Inc. (a Cayman Islands corporation) and subsidiaries (the "Company") as of December 31, 2011 and 2010, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the two years ended December 31, 2011. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of eFuture Information Technology Inc. and subsidiaries as of December 31, 2011 and 2010, and the results of their operations and cash flows for each of the two years ended December 31, 2011 in conformity with accounting principles generally accepted in the United States of America.

We also have audited the adjustments to the 2009 consolidated financial statements to retrospectively apply changes in presentation of prior period amounts in relation to discontinued operations, as described in Note 3 to the consolidated financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2009 consolidated financial statements of the Company other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2009 consolidated financial statements taken as a whole.

**/s/ GRANT THORNTON**

Beijing, The People's Republic of China  
April 27, 2012

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

Board of Directors and Shareholders of  
eFuture Information Technology Inc.

We have audited, before the effects of the retrospective adjustments for the discontinued operations described in Note 3 to the consolidated financial statements, the accompanying consolidated statements of operations, stockholders' equity, and cash flows of eFuture Information Technology, Inc. (a Cayman Islands corporation) and subsidiaries (the "Company") for the year ended December 31, 2009 (the 2009 consolidated financial statements before the effects of the retrospective adjustments described in Note 3 to the consolidated financial statements are not presented herein). The 2009 consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the 2009 consolidated financial statements, before the effects of the retrospective adjustments for the discontinued operations described in Note 3 to the consolidated financial statements, present fairly, in all material respects, the results of operations and cash flows of eFuture Information Technology Inc. and subsidiaries for the year ended December 31, 2009 in conformity with accounting principles generally accepted in the United States of America.

We were not engaged to audit, review, or apply any procedures to the retrospective adjustments for the discontinued operations described in Note 3 to the consolidated financial statements and accordingly, we do not express an opinion or any other form of assurance about whether such retrospective adjustments are appropriate and have been properly applied. Those retrospective adjustments were audited by other auditors.

**/s/ JBPB & Co. (formerly known as GRANT THORNTON)**

Hong Kong  
June 29, 2010

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**AS OF DECEMBER 31, 2010 AND 2011**

		<b>Chinese Yuan (Renminbi)</b>		<b>U.S. Dollars</b>
		<b>December 31,</b>		<b>December 31,</b>
	<b>Note</b>	<b>2010</b>	<b>2011</b>	<b>2011</b>
<b>ASSETS</b>				
<b>Current assets</b>				
Cash and cash equivalents		¥ 73,250,856	¥ 57,157,078	\$ 9,081,345
Trade receivables, net of allowance for doubtful accounts of ¥2,987,733 and ¥3,559,207(\$565,501), respectively	4	14,577,251	19,904,642	3,162,529
Refundable value added tax		2,655,666	6,950,923	1,104,390
Advances to employees		2,469,570	1,749,427	277,956
Advances to suppliers		2,050,911	331,040	52,597
Other receivables due from previously consolidated entities	3	3,095,000	1,067,000	169,529
Other receivables		2,361,686	2,021,053	321,113
Prepaid expenses		670,619	1,465,219	232,800
Inventory and work in process, net of inventory provision of ¥3,138,266 and ¥4,507,846(\$716,225), respectively	5	15,625,686	28,001,490	4,448,989
Current assets of discontinued operations	3	1,593,013	-	-
<b>Total current assets</b>		<b>118,350,258</b>	<b>118,647,872</b>	<b>18,851,248</b>
<b>Non-current assets</b>				
Long-term investments, net of impairment of nil and ¥240,000(\$38,132), respectively		240,000	-	-
Deferred loan costs		471,808	-	-
Property and equipment, net of accumulated depreciation of ¥4,641,786 and ¥5,748,528(\$913,349), respectively	6	4,617,831	3,930,974	624,570
Intangible assets, net of accumulated amortization of ¥54,687,822 and ¥65,846,644(\$10,461,978), respectively	7	24,264,471	17,190,976	2,731,371
Goodwill	7	80,625,667	80,625,667	12,810,128
Non-current assets of discontinued operations	3	13,262,120	-	-
<b>Total non-current assets</b>		<b>123,481,897</b>	<b>101,747,617</b>	<b>16,166,069</b>
<b>Total assets</b>		<b>¥241,832,155</b>	<b>¥220,395,489</b>	<b>\$ 35,017,317</b>

See the accompanying notes to consolidated financial statements.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**AS OF DECEMBER 31, 2010 AND 2011 (CONTINUED)**

	Note	Chinese D 2010
<b>LIABILITIES AND EQUITY</b>		
<b>Current liabilities</b>		
Trade payables		¥ 6,763.
Other payables	8	11,236.
Accrued expenses	9	16,000.
Taxes payable		6,508.
Advances from customers		42,688.
Deferred tax liabilities, current portion	15	995.
Liabilities of discontinued operations	3	18,182.
<b>Total current liabilities</b>		<b>102,375.</b>
<b>Long-term liabilities</b>		
10% ¥6,600,000 and nil convertible notes payable, net of ¥6,552,850 and nil of unamortized discount, respectively	16	47.
Derivative liabilities	16	354.
Deferred tax liabilities	15	2,733.
<b>Total long-term liabilities</b>		<b>3,134.</b>
<b>Commitments and contingencies</b>	18	
<b>Equity</b>		
Ordinary shares, \$0.0756 U.S. dollars par value; 6,613,756 shares authorized; 3,599,536 shares and 3,977,221 shares issued and outstanding, respectively	10	2,161.
Additional paid-in capital	10	220,293.
Statutory reserves		3,084.
Accumulated deficits		(86,011).
<b>Total eFuture Information Technology Inc. Shareholders' Equity</b>		<b>139,528.</b>
Non-controlling interest	12	(3,206).
<b>Total equity</b>		<b>136,321.</b>
<b>Total liabilities and equity</b>		<b>¥ 241,832.</b>

See the accompanying notes to consolidated financial statements.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**FOR THE YEARS ENDED DECEMBER 31, 2009, 2010 AND 2011**

		Chinese Yuan (Renminbi)		
		For the Years Ended December 31,		
	Note	2009	2010	2011
<b>Revenues</b>				
Software revenue	¥	54,187,769	¥ 63,887,988	¥ 52,599,132
Hardware revenue		21,518,084	35,805,127	38,838,235
Service fee revenue		33,130,034	52,209,569	83,011,113
<b>Total Revenues</b>		<b>108,835,887</b>	<b>151,902,684</b>	<b>174,448,480</b>
<b>Cost of revenues</b>				
Cost of software revenue		(13,805,682)	(11,952,426)	(12,658,868)
Cost of hardware revenue		(17,294,931)	(31,282,457)	(32,412,956)
Cost of service fee revenue		(22,067,175)	(30,748,994)	(57,885,408)
Amortization of acquired technology		(11,513,910)	(10,353,492)	(7,838,965)
Amortization of software costs		(4,280,233)	(4,734,364)	(3,319,857)
Impairment loss of intangible assets	7	-	(2,401,502)	(4,135,194)
<b>Total Cost of Revenues</b>		<b>(68,961,931)</b>	<b>(91,473,235)</b>	<b>(118,251,248)</b>
<b>Gross Profit</b>		<b>39,873,956</b>	<b>60,429,449</b>	<b>56,197,232</b>
<b>Operating Expenses</b>				
Research and development expenses		(3,165,788)	(8,152,923)	(4,666,122)
General and administrative expenses		(33,620,855)	(39,253,368)	(46,231,355)
Selling and distribution expenses		(27,519,934)	(34,755,979)	(24,845,248)
<b>Total Operating Expenses</b>		<b>(64,306,577)</b>	<b>(82,162,270)</b>	<b>(75,742,725)</b>
<b>Loss from operations</b>		<b>(24,432,621)</b>	<b>(21,732,821)</b>	<b>(19,545,493)</b>
<b>Other income (expenses)</b>				
Interest income		589,508	588,600	534,203
Interest expenses		(450,817)	(636,050)	(550,338)
Interest expenses - amortization of discount on convertible notes payable		(13,316)	(13,712)	(6,431,872)
Interest expenses - amortization of deferred loan costs		(350,996)	(369,516)	(474,399)
Finance cost - exchange warrants	10	-	(1,443,888)	-
Loss on investments		-	(54,192)	(240,000)
Gains on derivative liabilities	16	1,290,329	3,429,479	347,565
Other income		-	-	873,697
Foreign currency exchange loss		(133,087)	(530,939)	(36,864)
<b>Loss from continuing operations before income tax</b>		<b>(23,501,000)</b>	<b>(20,763,039)</b>	<b>(25,523,501)</b>
Less: Income tax benefit	15	(1,513,216)	(1,770,001)	(571,857)
<b>Loss from continuing operations</b>		<b>(21,987,784)</b>	<b>(18,993,038)</b>	<b>(24,951,644)</b>
<b>Less: Net loss attributable to the non-controlling interest</b>	12	<b>(2,099,874)</b>	<b>(1,606,146)</b>	<b>(511,423)</b>
<b>Net loss from continuing operations attributable to eFuture Information Technology Inc.</b>		<b>(19,887,910)</b>	<b>(17,386,892)</b>	<b>(24,440,221)</b>
<b>Discontinued operations</b>				
Gain (Loss) from discontinued operations (including gain on disposal of nil, ¥3,427,236 and ¥6,701,170(\$1,064,709), respectively)	3	(5,260,675)	63,471	5,609,352
Less: Income tax expenses		116,912	-	-
<b>Gain (Loss) from discontinued operations</b>		<b>(5,377,587)</b>	<b>63,471</b>	<b>5,609,352</b>
<b>Net loss</b>	¥	<b>(25,265,497)</b>	¥ <b>(17,323,421)</b>	¥ <b>(18,830,869)</b>
<b>Earnings (Loss) per ordinary share</b>	17			
Basic	¥	(7.51)	¥ (4.53)	¥ (4.56)
- Continuing operations		(5.91)	(4.55)	(5.92)
- Discontinued operations		(1.60)	0.02	1.36
Diluted	¥	(7.51)	¥ (4.53)	¥ (4.56)
- Continuing operations		(5.91)	(4.55)	(5.92)
- Discontinued operations		(1.60)	0.02	1.36
<b>Basic Weighted-average Shares Outstanding</b>		<b>3,362,986</b>	<b>3,822,386</b>	<b>4,130,221</b>
<b>Fully-Diluted Weighted-average Shares Outstanding</b>		<b>3,396,881</b>	<b>3,831,803</b>	<b>4,130,221</b>

See the accompanying notes to consolidated financial statements.



**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2009, 2010 AND 2011**

	Chinese Yuan (Renminbi)					
	Ordinary Shares		Additional Paid-in Capital	Statutory Reserves	Accumulated Deficits	Non- controlling Interest
	Shares	Amount				
Balance as of January 1, 2009	3,362,241	¥2,039,196	¥173,054,651	¥3,084,020	¥(43,422,395)	¥204,414
Issuance of ordinary shares in Health Field acquisition	6,183	3,188	591,195	-	-	-
Compensation expenses for options granted to employees	-	-	4,464,698	-	-	-
Compensation expenses for restricted shares awarded to directors and senior managements	-	-	1,711,356	-	-	-
Net loss	-	-	-	-	(25,265,497)	(2,099,874)
Balance as of December 31, 2009	3,368,424	¥2,042,384	¥179,821,900	¥3,084,020	¥(68,687,892)	¥(1,895,460)
Issuance of ordinary shares in Royalstone acquisition	60,405	31,202	6,395,268	-	-	-
Issuance of ordinary shares in Proadvancer acquisition	169,584	87,600	14,912,400	-	-	-
Issuance of ordinary shares to certain managements	-	-	12,158,096	-	-	-
Issuance of ordinary shares to warrants holders	-	-	1,443,888	-	-	-
Exercise of options by employees	1,123	580	35,489	-	-	-
Compensation expenses for options granted to employees	-	-	3,930,160	-	-	-
Compensation expenses for restricted shares awarded to directors and senior managements	-	-	1,596,715	-	-	-
Disposal of Biaoshang	-	-	-	-	-	295,038
Net loss	-	-	-	-	(17,323,421)	(1,606,146)
Balance as of December 31, 2010	3,599,536	¥2,161,766	¥220,293,916	¥3,084,020	¥(86,011,313)	¥(3,206,568)
Issuance of ordinary shares to certain managements	337,685	171,042	(171,042)	-	-	-
Issuance of ordinary shares to warrants holders	40,000	20,260	(20,260)	-	-	-
Compensation expenses for options granted to employees	-	-	3,937,919	-	-	-
Compensation expenses for restricted shares awarded to directors and senior managements	-	-	1,370,689	-	-	-
Disposal of Wangku	-	-	-	-	-	3,717,991
Appropriation to statutory reserves of eFuture Beijing	-	-	-	221,507	(221,507)	-
Net loss	-	-	-	-	(18,830,869)	(511,423)
Balance as of December 31, 2011	3,977,221	¥2,353,068	¥225,411,222	¥3,305,527	¥(105,063,689)	¥126,006,128

	U.S. Dollars					
	Ordinary Shares		Additional Paid-in Capital	Statutory Reserves	Accumulated Deficits	Non- controlling Interest
	Shares	Amount				
Balance as of January 1, 2011	3,599,536	\$343,470	\$35,001,178	\$490,001	\$(13,665,820)	\$(509,473)
Issuance of ordinary shares to certain managements	337,685	27,176	(27,176)	-	-	-
Issuance of ordinary shares to warrants holders	40,000	3,219	(3,219)	-	-	-
Compensation expenses for options granted to employees	-	-	625,672	-	-	-
Compensation expenses for restricted shares awarded to directors and senior managements	-	-	217,781	-	-	-
Disposal of Wangku	-	-	-	-	-	590,729
Appropriation to statutory reserves of eFuture Beijing	-	-	-	35,194	(35,194)	-
Net loss	-	-	-	-	(2,991,924)	(81,256)
Balance as of December 31, 2011	3,977,221	\$373,865	\$35,814,236	\$525,195	\$(16,692,938)	\$20,020,358

See the accompanying notes to consolidated financial statements.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2009, 2010 AND 2011**

	Chinese Yuan (Renminbi)			U.S. Dollars
	For the Years Ended December 31,			For the Year Ended December 31,
	2009	2010	2011	2011
<b>Cash flows from operating activities:</b>				
Net loss	¥ (25,265,497)	¥ (17,323,421)	¥ (18,830,869)	\$ (2,991,924)
Adjustments to reconcile net loss to net cash flows provided by (used in) operating activities:				
Depreciation of property and equipment	1,371,421	2,009,702	1,996,264	317,174
Amortization of intangible assets	16,263,531	15,408,168	11,206,919	1,780,600
Impairment of goodwill	762,000	-	-	-
Impairment of intangible assets	-	2,401,502	4,135,194	657,016
Amortization of discount on convertible notes payable	13,316	13,712	6,431,872	1,021,922
Amortization of deferred loan costs	350,996	369,516	474,399	75,374
Gain on extinguishment of debt	-	-	(382,889)	(60,835)
Gains on derivative liabilities	(1,290,329)	(3,429,479)	(347,565)	(55,223)
Finance cost - exchange warrants	-	1,443,888	-	-
Investment income	-	(3,373,044)	(6,461,170)	(1,026,577)
Loss on disposal of property and equipment	49,900	48,832	88,148	14,005
Allowance for doubtful accounts	4,044,232	5,482,636	2,832,646	450,062
Provision for loss in inventory and work in process	1,103,382	3,138,266	4,184,469	664,845
Compensation expenses for options granted to employees	4,464,698	3,930,160	3,937,919	625,672
Compensation expenses for restricted shares awarded to directors and senior management	1,711,356	1,596,715	1,370,689	217,781
Deferred income taxes	(1,513,216)	(1,770,001)	(2,691,481)	(427,633)
Foreign exchange gain (loss)	(134,451)	295,552	(141,638)	(22,504)
Non-controlling interest	(2,099,874)	(1,606,146)	(511,423)	(81,257)
<b>Changes in assets and liabilities:</b>				
Trade receivables	2,898,851	(3,357,770)	(9,051,744)	(1,438,178)
Refundable value added tax	155,403	(55,367)	(4,295,257)	(682,448)
Advances to employees	1,593,262	(1,886,714)	720,142	114,419
Advances to suppliers	(98,852)	(1,939,238)	1,703,355	270,636
Other receivables	(3,077,188)	(321,291)	3,163,605	502,646
Prepaid expenses	(744,422)	757,414	(794,600)	(126,249)
Inventory and work in process	(3,771,348)	(13,226,638)	(16,554,487)	(2,630,243)
Trade payables	3,434,690	(2,108,399)	6,036,907	959,168
Other payables	4,770,671	2,533,262	1,533,607	243,666
Accrued expenses	3,184,765	6,094,865	(1,392,446)	(221,237)
Taxes payable	(948,478)	(677,294)	(2,345,297)	(372,630)
Advances from customers	3,346,161	26,218,042	7,465,494	1,186,148
<b>Net cash provided by (used in) operating activities</b>	<b>¥ 10,574,980</b>	<b>¥ 20,667,430</b>	<b>¥ (6,519,237)</b>	<b>\$ (1,035,804)</b>
<b>Cash flows from investing activities:</b>				
Purchases of property and equipment	(3,024,457)	(2,835,284)	(1,425,678)	(226,517)
Payments for intangible assets	(9,226,066)	(2,455,360)	(8,220,522)	(1,306,109)
Long-term investment	-	(240,000)	-	-
Acquisition of Proadvancer	-	(15,000,000)	-	-
Cash received from disposal of property and equipment	-	-	3,000	477
Disposal of investments	-	2,633,092	5,895,999	936,780
<b>Net cash used in investing activities</b>	<b>¥ (12,250,523)</b>	<b>¥ (17,897,552)</b>	<b>¥ (3,747,201)</b>	<b>\$ (595,369)</b>

See the accompanying notes to consolidated financial statements.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2009, 2010 AND 2011 (CONTINUED)**

	Chinese Yuan (Renminbi)			U.S. Dollars
	For the Years Ended December 31,			For the
	2009	2010	2011	Year Ended December 31, 2011
<b>Cash flows from financing activities:</b>				
Issuance of ordinary shares for cash, net of offering costs paid	¥ -	¥ 12,158,095	¥ -	\$ -
Proceeds from exercise of options	-	36,068	-	-
Cash paid for the redemption of convertible notes	-	-	(6,329,300)	(1,005,624)
<b>Net cash provided by (used in) financing activities</b>	<b>¥ -</b>	<b>¥ 12,194,163</b>	<b>¥ (6,329,300)</b>	<b>\$ (1,005,624)</b>
<b>Effect of exchange rate changes on cash and cash equivalents</b>	<b>2,685</b>	<b>(311,739)</b>	<b>(14,362)</b>	<b>(2,282)</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>(1,672,858)</b>	<b>14,652,302</b>	<b>(16,610,100)</b>	<b>(2,639,079)</b>
<b>Cash and cash equivalents at beginning of year</b>	<b>60,787,734</b>	<b>59,114,876</b>	<b>73,767,178</b>	<b>11,720,424</b>
<b>Cash and cash equivalents at end of year</b>	<b>¥ 59,114,876</b>	<b>¥ 73,767,178</b>	<b>¥ 57,157,078</b>	<b>\$ 9,081,345</b>
<b>Supplemental cash flow information</b>				
Interest paid	¥ 450,826	¥ 660,000	¥ 482,048	\$ 76,590
Income tax paid	¥ -	¥ 230,961	¥ 3,758,088	\$ 597,100
<b>Non-cash Investing and Financing Activities</b>				
Issuance of ordinary shares in Health Field acquisition	¥ 594,383	¥ -	¥ -	\$ -
Issuance of ordinary shares in Royalstone acquisition	¥ -	¥ 6,426,470	¥ -	\$ -
Issuance of ordinary shares in Proadvancer acquisition	¥ -	¥ 15,000,000	¥ -	\$ -

See the accompanying notes to consolidated financial statements.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1. ORGANIZATION AND NATURE OF OPERATIONS**

***Organization***

eFuture Information Technology Inc. (the "Company") is a Cayman Islands Corporation. Its wholly owned subsidiary eFuture (Beijing) Tornado Information Technology Inc. is located in Beijing, the People's Republic of China (the "PRC"). In August 2007, eFuture (Beijing) Tornado Information Technology Inc. was renamed as eFuture (Beijing) Royalstone Information Technology Inc. ("eFuture Beijing"). The Company is a holding company with no operations of its own. All of its operations are conducted through eFuture Beijing.

On November 6, 2007, the Company acquired 51% majority equity interests in Beijing Fuji Biaoshang Information Technology Co., Ltd. ("Biaoshang") through certain nominee pursuant to an equity transfer agreement between the certain nominee and the original shareholders. On May 14, 2008, the Company acquired 51% majority equity interests in Beijing Wangku Hutong Information Technology Co., Ltd. ("Wangku") through certain nominee pursuant to an equity transfer agreement between the certain nominee and the original shareholders. Biaoshang and Wangku were treated as variable interest entities ("VIEs") before disposal (see note 13).

On July 16, 2010 and March 13, 2011, the Company disposed all its equity interest in Biaoshang and Wangku, respectively. For the years ended December 31, 2009, 2010 and 2011, the operating results of Biaoshang and Wangku were reported as discontinued operations in the consolidated statements of operations (see note 3).

The Company acquired control over a 100% equity interests in Beijing Changshengtiandi Ecommerce Co., Ltd. ("Changshengtiandi") through certain nominees on January 18, 2011. Changshengtiandi was treated as a variable interest entity ("VIE") for the period from January 18, 2011 to December 31, 2011 (see note 13).

The Company, its subsidiary and VIEs are collectively referred to as the "Group".

***Nature of Operations***

The Group is mainly engaged in developing and selling Enterprise Resource Planning (ERP) software and providing ONE-STOP solutions for distribution, retail and logistics businesses focused on the supply chain front market for manufacturers, retailers, distributors and third party logistics, and in providing the related system integration service and technical training services. Systems integration services involve system design and system implementation through the application of the software as well as ongoing technical supporting services. Revenues are generated solely from sales to customers in China.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2. SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Presentation***

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). Significant accounting policies followed by the Group in the preparation of its accompanying consolidated financial statements are summarized below.

***Principles of Consolidation***

The consolidated financial statements include the financial statements of the Company, its subsidiary and VIEs for which the Company is the primary beneficiary. All significant transactions and balances among the Company, its subsidiary and VIEs have been eliminated upon consolidation.

A subsidiary is an entity in which the Company, directly or indirectly, controls more than one half of the voting power; has the power to appoint or remove the majority of the members of the board of directors; to cast majority of votes at the meeting of the board of directors or to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

The Company applies guidance that requires certain VIEs to be consolidated by the primary beneficiary of the entity if the equity investors in the entity do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties.

***Accounting Estimates***

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, including trade receivables, inventory and work in process, property and equipment, intangible assets, goodwill and derivative liabilities, and the disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Management bases the estimates on historical experience and on various other assumptions that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results could materially differ from these estimates.

***Foreign Currency Translation***

The Group's reporting and functional currency is the Renminbi ("RMB"), the official currency in the PRC. Transactions denominated in currencies other than the functional currency are translated into the functional currency at the exchange rates quoted by the People's Bank of China (the "PBOC") prevailing at the dates of the transactions. Gains and losses resulting from foreign currency transactions are included in the consolidated statements of operations. Monetary assets and liabilities denominated in foreign currencies are translated into RMB using the applicable exchange rates quoted by the PBOC at the applicable balance sheet dates. All such exchange gains or losses are included in foreign currency exchange gain (loss) in the consolidated statements of operations. Non-monetary assets denominated in foreign currencies have been remeasured at historical rates.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

***Convenience Translation***

The consolidated financial statements as of and for the year ended December 31, 2011 have been translated into U.S. dollars ("US\$" or "\$") solely for the convenience of the reader. Translations of amounts from RMB into US\$ have been calculated at the exchange rate of RMB6.2939 per US\$1.00, as published on the website of the Federal Reserve Bank of New York as at December 31, 2011. These translated U.S. dollar amounts should not be construed as representing Chinese Yuan amounts or that the Chinese Yuan amounts have been or could be converted, realized or settled into U.S. dollars at that rate on December 31, 2011, or at any other rate.

***Fair Values of Financial Instruments***

The Group records certain of its financial assets and liabilities at fair value on a recurring basis. Fair value reflects the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Group considers the principal or most advantageous market in which it would transact and considers assumptions that market participants would use when pricing the asset or liability.

The Group applies a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. There are three levels of inputs that may be used to measure fair value:

Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3 applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

The carrying amount of cash and cash equivalents, trade receivables, other receivables, other receivables due from previously consolidated entities, advances to suppliers, refundable value added tax, advances to employees, prepaid expenses, trade payables, taxes payable, other payables, accrued liabilities and advances from customers approximates fair value due to their immediate or short-term nature. The single compound embedded derivative within convertible notes we issued was recorded at fair value at the date of issuance, which was measured by using unobservable (Level 3) inputs.

***Cash and Cash Equivalents***

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

Cash and cash equivalents are comprised of cash on hand and demand deposits with original maturities of no more than three months. As of December 31, 2011 and 2010, RMB57.2 million (US\$9.1 million) and RMB73.3 million of the Group's cash and cash equivalents were not maintained in US banks or financial institutions, which are not protected by FDIC insurance or other insurance.

***Trade and Other receivables, net***

Trade receivables, net are stated at the amount management expects to collect from outstanding balances. An estimate for doubtful accounts is made when the collection is doubtful and a loss is probable and estimable. The Group maintains an allowance for potentially uncollectible trade receivables based on its assessment of the collectability of trade receivables. In evaluating the collectability of individual receivable balances, the Group considers many factors, including the age of the balance, the customer's past payment history, its current credit-worthiness and current economic trends.

As of December 31, 2011, no customer individually accounted for more than 10% of total trade receivables.

Other receivables consist of miscellaneous items arising from transactions with non-trade customers.

The Group writes off receivables when they are deemed uncollectible, and payments subsequently received on the receivables for which doubtful accounts was specifically provided are recognized as other income in the consolidated financial statements.

***Inventory and Work in Process***

Inventory is comprised of purchased hardware and software available for resale and other consumable materials. Labor and overhead costs are allocated to each contract based on actual labor hours incurred. Work in process consists of labor and overhead costs and outsourced service fees incurred on services contracts that have not been completed. Inventory and work in process are stated at the lower of cost or net realizable value.

Provisions are made for excess, slow moving and obsolete purchased hardware and software held for resale, as well as for inventories and work in process with carrying values in excess of net realizable value. The Group uses the future selling price less the estimated taxes and future expenditure as the estimates of net realizable value on contract basis.

***Deferred Offering Costs***

The Group capitalizes direct and incremental costs associated with the acquisition of equity financing, which will be netted against the actual equity proceeds. If the equity offering is abandoned, the deferred offering costs will be charged to expense.

***Long-term Investments***

The Group accounts for an equity investment over which it has significant influence but does not own a majority equity interest or otherwise control using the equity method. For equity investments over which the Group does not have significant influence, cost method accounting is used.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

On March 15, 2010, the Company acquired 15% of the equity interest of cFuture with total cash consideration of RMB240,000. The Company is required to perform an impairment assessment of its investments whenever events or changes in business circumstances indicate that the carrying value of the investment may not be fully recoverable. As of December 31, 2011, the Company determined that such events and changes occurred and were other-than-temporary. Thus, impairment of RMB240,000 was made to write down the asset to its fair value and take the corresponding charge to the consolidated statements of operations.

***Property and Equipment***

Property and equipment are stated at cost less accumulated depreciation. Depreciation is computed on a straight-line basis over the estimated useful lives of the assets as follows:

Motor vehicles	5 Years
Leasehold improvements	shorter of 3 Years or Lease Term
Office equipment	4 Years
Communication equipment	4 Years
Software	4 Years

The cost of maintenance and repairs is charged to expense as incurred and major improvements are capitalized. Gains or losses on sales or retirements are included in the operation results in the year of disposition.

***Intangible Assets - Computer Software Costs and Research and Development***

The Group charges all development costs to research and development expenses which include salaries, contractor fees, utilities, administrative expenses and other allocated expenses until technological feasibility has been established. Technological feasibility is established when a detail program design or working model is completed. After reaching technological feasibility, additional software costs are capitalized until the software is available for general release to customers. The capitalized software development expenditures is subject to amortization on a straight-line basis over its estimated useful lives, which is the shorter of four years or the estimated period of realization of revenue from the related software. The subsequent expenditure in connection with major upgrade for the developed intangible assets is capitalized as incurred.

***Business Combination and Goodwill***

The Group accounts for business combination using the purchase method of accounting. This method requires that the acquisition cost to be allocated to the assets, including separately identifiable intangible assets, and the liabilities that the Group acquires based on their estimated fair values. The Group makes estimates and judgments in determining the fair value of the acquired assets and liabilities based on its experience with similar assets and liabilities in similar industries. If different judgments or assumptions were used, the amounts assigned to the individual acquired assets or liabilities could be materially different.



**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

Goodwill represents the excess of the purchase price over the fair value of the identifiable assets and liabilities of the acquired business. In a business acquisition, any acquired intangible assets that do not meet separate recognition criteria are recognized as goodwill.

No amortization is recorded for goodwill. The Group tests goodwill on an annual basis or more frequently if an event occurs or circumstances change that could more likely than not reduce the fair value of the goodwill below its carrying amount. The impairment of goodwill is determined by estimating the fair value based upon the present value of future cash flows. In estimating the future cash flows, the Group takes into consideration the overall and industry economic conditions and trends, market risk of the Group and historical information.

***Impairment of Long-lived Assets***

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that carrying amount of an asset may not be recoverable. The Group may recognize impairment of long-lived assets in the event the net book value of such assets exceeds the future undiscounted cash flows attributable to these assets. If impairment exists, the impairment amount is recognized for the difference between the fair value of the asset and its carrying value.

***Revenue Recognition***

The Group recognizes revenue when (1) it has persuasive evidence of an arrangement, (2) delivery has occurred, (3) the sales price is fixed or determinable, and (4) collectability is reasonably assured. Delivery does not occur until products have been shipped or services have been rendered to the client and the client has signed a completion and acceptance report, risk of loss has transferred to the client, client acceptance provisions have lapsed, or the Group has objective evidence that the criteria specified in client acceptance provisions have been satisfied. The sales price is not considered to be fixed or determinable until all contingencies related to the sale have been resolved.

The Group's policy requires the customers to make payments before delivery has occurred or service has rendered. Such unearned amounts billed to customers are recorded as advances from customers in the Group's consolidated financial statements, until the above criteria have been met.

Revenue from software and hardware sales represents the invoiced value of products sold, net of a value-added tax ("VAT"). All of the Group's software and hardware that are sold in the PRC are subject to a Chinese VAT at a rate of 17% of the gross sales price or at a rate approved by the Chinese local government. This VAT may be offset by VAT paid by the Group on externally purchased software and hardware from suppliers. The VAT amounts paid and available for offset are maintained in current liabilities.

In respect of revenues on self-developed software sales, a VAT refund at a rate of 14% of the gross sales price is approved by the Chinese local government. The VAT subjected to the refund is recorded as refundable value added tax in the Group's consolidated financial statements.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

The Group provides the following products and services: self-developed software, purchased software, purchased hardware, system design and integration, and professional services, including post contract maintenance and technical support.

**Software**

The Group sells self-developed software and software purchased from other vendors.

For software sales, the Group recognizes revenues in accordance with ASC 985-605, Software Revenue Recognition. Revenue from perpetual (one-time charge) licensed software is recognized at the inception of the license term. Revenue from term (monthly license charge) arrangements is recognized on a subscription basis over the period that the customer is using the license. The Group does not provide any rights of return or warranties on its software.

Revenues applicable to multiple-element fee arrangements are bifurcated among the elements such as software, hardware and post-contract service using vendor-specific objective evidence of fair value. Such evidence consists of pricing of multiple elements when those same elements are sold as separate products or arrangements. Software maintenance for the first year and initial training are included in the purchase price of the software. Initial training is provided at the time of installation and is recognized as income as part of the price of the software since it is minimal in value. Maintenance is valued based on the fee schedule used by the Group for providing the regular level of maintenance service as sold to customers when renewing their maintenance contracts on a stand alone basis.

Software revenues include VAT refund received from the Chinese local government on the sales of certain software. Such refund is granted to the Group as part of the PRC government's policy to encourage software development in the PRC, and is recorded as a component of revenue when the relevant compliance requirements are met, there are no further obligations, and are not subject to future returns or reimbursements.

**Hardware**

Revenue from hardware sales is recognized when the product is shipped to the customer and there are no unfulfilled obligations that affect the customer's final acceptance of the arrangement. If hardware deliverable is one of the elements in a multiple-elements arrangement, the Group recognizes revenues in accordance with ASC subtopic 605-25 ("ASC 605-25"), Revenue recognition: Multiple-Element Arrangements. Because generally the hardware is a standalone sale and the software components are not essential to the functionality of hardware. Revenue of hardware is carved out from the total consideration based on best estimated selling price which is cost plus a reasonable margin. The software components is within the scope of ASC985-605, which should applied the same method as software deliverables. By the adoption of ASU 2009-13 and ASU 2009-14 in 2011, there was no material impact on the consolidated financial statements.

**Services**

Professional service

The Group provides system integration which involves the design and development of complex IT systems to the customer's specifications. These services are provided on a fixed-price contract and the contract terms are generally short-term. Revenue is recognized on the completed contract method when delivery and acceptance is determined by a completion report signed by the customer.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

The Group offers telephone and minimal on-site support to its customers. Revenue from maintenance services and technical support is recognized over the period of the agreement.

For those contracts containing multiple-delivery elements of software, customization, training and 1 year maintenance service, residual method under ASC 985-605 is adopted. Vendor-specific objective evidence is only established for maintenance service by the renewal contract quoted at certain percentage of original contract price. There was no vendor-specific objective evidence established for other deliverables. If contract only contains a completion date, then upon the date obtained the "Final Acceptance Report" from customer, part of contract amount is recognised as revenue on completion method; the remaining part will be recognised evenly over the free maintenance service period.

***Cost of Revenues***

Costs associated with contracts are deferred and recognized as inventory and work in process until the services are rendered, the products and software are installed and delivered to and accepted by the customer. When the criteria for revenue recognition have been met, costs incurred are recognized as cost of revenues. Cost of revenues include labor costs, materials, overhead expenses, business taxes related to certain services revenues and other expenses associated with the development of IT systems to customers' specifications, the cost of purchased hardware and software, and costs related to technical support services. Amortization of capitalized software costs and costs of acquired technology are included in the cost of revenues.

***Advertising Costs***

Advertising costs are expensed when incurred. Total advertising expense were RMB133,247, RMB136,500, and RMB283,710 (US\$45,077) for the years ended December 31, 2009, 2010 and 2011, respectively.

***Income Taxes***

The Group recognizes deferred income taxes under the asset and liability method. Deferred income taxes are recognized for differences between the financial statement carrying amounts and tax bases of assets and liabilities at enacted tax rates in effect for the years in which the differences are expected to reverse. A valuation allowance is recorded against deferred tax assets if management does not believe the Group has met the "more likely than not" standard imposed by ASC subtopic 740-10.

The Group adopted the provisions of ASC subtopic 740-10 ("ASC 740-10"), Income Taxes: Overall, on January 1, 2008. ASC 740-10 clarified the accounting for uncertainty in income taxes by prescribing the recognition threshold a tax position is required to meet before being recognized in the financial statements. The Group did not incur a cumulative effect adjustment upon adoption of ASC 740-10 nor did the standard have a material impact on the Group's financial statements for the years ended December 31, 2009, 2010 and 2011.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

In general, the PRC tax authorities have up to five years to conduct examinations of the Group's tax filings. Accordingly, the PRC subsidiaries' tax years 2007-2011 remain open to examination by the respective taxing jurisdictions.

***Statutory Reserves***

eFuture Beijing, as a wholly foreign owned enterprise incorporated in the PRC, is required on an annual basis to make appropriations of net profits, after the recovery of accumulated deficit, to a general reserve fund and a staff bonus and welfare fund. These reserve funds are set at certain percentage of after-tax profit determined in accordance with PRC accounting standards and regulations (the "PRC GAAP"). The percentage of the appropriation for general reserve fund is at least 10%, and the percentage of the appropriation for staff bonus and welfare fund is at the discretion of its boards of directors.

Wangku, Biaoshang and Changshengtiandi, as domestic enterprises incorporated in the PRC, are required on an annual basis to make an appropriation of net profits, after the recovery of accumulated deficit, to a statutory reserve fund. The statutory reserve fund is set at the percentage of not lower than 10% of the after-tax profit determined in accordance with the PRC GAAP.

Once the level of the general reserve fund and the statutory reserve fund reach 50% of the registered capital of the underlying entities, further appropriations to these funds are discretionary. The Group's statutory reserves can only be used for specific purposes of enterprises expansion and staff bonus and welfare, and are not distributable to the shareholders except in the event of liquidation. Appropriations to these funds are accounted for as transfers from retained earnings to the statutory reserves.

For the years ended December 31, 2009 and 2010, respectively, no appropriation was made to the above statutory reserves. For the year ended December 31, 2011, RMB221,507 was made to statutory reserves of eFuture Beijing. As of December 31, 2010 and 2011, the amount comprising the general reserve fund of RMB3,084,020 and RMB3,305,527, respectively.

***Dividends***

Dividends are recorded when declared. No dividends were declared for the years ended December 31, 2009, 2010 and 2011, respectively.

PRC regulations currently permit payment of dividends only out of accumulated profits as determined in accordance with PRC GAAP. The Company's PRC subsidiaries can only distribute dividends after they have met the PRC requirements for appropriation to statutory reserves (see note 2, Statutory Reserves).

***Convertible Debt and Embedded Derivatives***

The Group applies ASC subtopic 470-20 ("ASC 470-20"), Debt with Conversion Options &#8212; Recognition. The Group identifies any embedded derivative instruments that may be contained within its convertible debt instruments in accordance with the provisions of ASC subtopic 815-10 ("ASC 815-10"), Derivatives and Hedging &#8212; Overall and records the fair value of such derivatives separately from the value of the host instrument. Changes in the fair value of the derivative instruments are recorded in the consolidated statements of operations for each reporting period. The fair value of the embedded derivative is bifurcated from the host contract at inception and is recorded as a discount to the face value of the convertible debt. The discount is amortized as additional finance cost over the period of the debt. Refer to note 16 for more detail.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

***Net Earnings (Loss) per share of Ordinary shares***

Basic earnings (loss) per share is computed by dividing net income (loss) attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period. Diluted earnings (loss) per share is computed by dividing net income (loss) attributable to ordinary shareholders as adjusted for the effect of dilutive ordinary equivalent shares, if any, by the weighted average number of ordinary and dilutive potential ordinary equivalents shares outstanding during the period. Potential ordinary shares equivalents consist of shares issuable upon the conversion of preferred stock, convertible notes, the exercise of stock options and warrants and restricted shares subject to cancellation.

***Share-Based Compensation***

The Company accounts for share-based compensation in accordance with ASC subtopic 718-10 ("ASC 718-10"), Compensation-Stock Compensation: Overall. Under the provisions of ASC 718-10, share-based compensation cost is estimated at the grant date based on the award's fair value as calculated by the Black-Scholes-Merton (BSM) option-pricing model and is recognized as expense net of a forfeiture rate over the requisite service period. The BSM model requires various highly judgmental assumptions including volatility and expected option life. Volatility is measured using historical daily price changes of ordinary shares over the respective expected life of the option. Expected option life is the number of years that the Company estimates, based on the vesting and contractual terms and employee demographics. The estimate of forfeitures will be adjusted over the requisite service period to the extent that actual forfeitures differ, or are expected to differ, from such estimates. Changes in estimated forfeitures will be recognized through a cumulative catch-up adjustment in the period of change. If any of the assumptions used in the BSM model change significantly, share-based compensation expenses may differ materially in the future from that recorded in the current period.

***Recently Enacted Accounting Standards***

In June 2011, the FASB issued ASU No. 2011-05, Comprehensive Income: Presentation of Comprehensive Income, which requires an entity to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. In both choices, an entity is required to present each component of net income along with total net income, each component of other comprehensive income along with a total for other comprehensive income, and a total amount for comprehensive income. The guidance eliminates the option to present the components of other comprehensive income as part of the statement of changes in stockholders' equity. The guidance does not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. The guidance should be applied retrospectively. For public entities, the guidance is effective for fiscal years and interim periods within those years, beginning after December 15, 2011. Early adoption is permitted. In December 2011, the FASB issued ASU No. 2011-12, Comprehensive Income: Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05. This guidance allows the FASB to redeliberate whether to present on the face of the financial statements the effects of reclassifications out of accumulated other comprehensive income on the components of net income and other comprehensive income for all periods presented. While the FASB is considering the operational concerns about the presentation requirements for reclassification adjustments and the needs of financial statement users for additional information about reclassification adjustments, entities should continue to report reclassifications out of accumulated other comprehensive income consistent with the presentation requirements in effect before update the pronouncement issued in June 2011. The Company does not expect the adoption of this guidance to have a significant effect on its consolidated financial statements.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

In September 2011, the FASB issued ASU No. 2011-08, Intangibles-Goodwill and Other: Testing Goodwill for Impairment. The guidance is intended to simplify how entities, both public and nonpublic, test goodwill for impairment. The guidance permits an entity to first assess qualitative factors to determine whether it is "more likely than not" that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. The guidance is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. Early adoption is permitted, including for annual and interim goodwill impairment tests performed as of a date before September 15, 2011, if a public entity's financial statements for the most recent annual or interim period have not yet been issued. The Group is now assessing the impact on its financial condition or results of operations for adoption of this accounting pronouncement.

In December 2011, the FASB has issued ASU No. 2011-11, Balance Sheet: Disclosures about Offsetting Assets and Liabilities. The guidance requires an entity to disclose information about offsetting and related arrangements to enable users of its financial statements to understand the effect of those arrangements on its financial position. An entity is required to apply the amendments for annual reporting periods beginning on or after January 1, 2013, and interim periods within those annual periods. An entity should provide the disclosures required by those amendments retrospectively for all comparative periods presented. The Company is in the process of evaluating the effect of adoption of this guidance on its consolidated financial statements.

**NOTE 3. Disposition and Discontinued Operations**

On July 16, 2010, the Company sold its 51% ownership stake in Biaoshang to Mr. Peter Jiang, Biaoshang's founder and Chief Executive Officer, for cash consideration of RMB3,468,000. The Company will not have any continuing involvement in the operations of Biaoshang.

On March 13, 2011, the Company sold its 51% ownership stake in Wangku to Mr. Wang Haibo, Wangku's founder and Chief Executive Officer, for cash consideration of RMB6,000,000 (US\$953,304). The Company will not have any continuing involvement in the operations of Wangku.

After disposal of Biaoshang and Wangku, they were no longer related parties of the Company.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

The financial results of the discontinued operations for the years ended December 31, 2009, 2010 and 2011 were as follows:

	<b>Chinese Yuan (Renminbi)</b>			<b>U.S. Dollars</b>
	<b>For the Years Ended December 31,</b>			<b>For the Year Ended December 31,</b>
	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2011</b>
<b>Revenues</b>				
Service fee revenue	¥ 13,431,755	¥ 9,235,836	¥ 1,740,799	\$ 276,585
<b>Total Revenues</b>	<b>13,431,755</b>	<b>9,235,836</b>	<b>1,740,799</b>	<b>276,585</b>
<b>Cost of revenues</b>				
Cost of service fee revenue	(1,412,821)	(1,026,319)	(192,320)	(30,557)
Amortization of acquired technology	(469,389)	(320,312)	(48,097)	(7,641)
<b>Total Cost of Revenues</b>	<b>(1,882,210)</b>	<b>(1,346,631)</b>	<b>(240,417)</b>	<b>(38,198)</b>
<b>Gross Profit</b>	<b>11,549,545</b>	<b>7,889,205</b>	<b>1,500,382</b>	<b>238,387</b>
<b>Operating Expenses</b>				
General and administrative expenses	(9,116,300)	(7,513,153)	(1,560,645)	(247,962)
Selling and distribution expenses	(6,764,473)	(3,699,450)	(1,025,957)	(163,008)
Impairment loss of goodwill	(762,000)	-	-	-
<b>Total Operating Expenses</b>	<b>(16,642,773)</b>	<b>(11,212,603)</b>	<b>(2,586,602)</b>	<b>(410,970)</b>
<b>Loss from operations</b>	<b>(5,093,228)</b>	<b>(3,323,398)</b>	<b>(1,086,220)</b>	<b>(172,583)</b>
<b>Other income (expenses)</b>				
Interest income	4,805	1,683	2	-
Interest expenses	(172,252)	(276,447)	(5,600)	(890)
Gain on extinguishment of debt	-	234,397	-	-
Income on investments	-	3,427,236	6,701,170	1,064,709
<b>Gain (Loss) before income tax</b>	<b>(5,260,675)</b>	<b>63,471</b>	<b>5,609,352</b>	<b>891,236</b>
Less: Income tax expenses	116,912	-	-	-
<b>Gain (Loss) from discontinued operations</b>	<b>¥ (5,377,587)</b>	<b>¥ 63,471</b>	<b>¥ 5,609,352</b>	<b>\$ 891,236</b>

The assets and liabilities of the discontinued operations as of December 31, 2010 and 2011 were as follow:

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

	<b>Chinese Yuan (Renminbi)</b>		<b>U.S. Dollars</b>
	<b>December 31,</b>		<b>December 31,</b>
	<b>2010</b>	<b>2011</b>	<b>2011</b>
<b>Current assets of discontinued operations</b>			
Cash and cash equivalents	¥ 516,322	¥ -	\$ -
Trade receivables, net of allowance for doubtful accounts of ¥5,074,647 and nil, respectively	750,334	-	-
Other current assets	326,357	-	-
<b>Total current assets of discontinued operations</b>	<b>¥ 1,593,013</b>	<b>¥ -</b>	<b>\$ -</b>
<b>Non-current assets of discontinued operations</b>			
Property and equipment, net of accumulated depreciation of ¥1,312,801 and nil, respectively	¥ 891,334	¥ -	\$ -
Intangible assets, net of accumulated amortization of ¥596,405 and nil, respectively	2,866,595	-	-
Goodwill	9,504,191	-	-
<b>Total non-current assets of discontinued operations</b>	<b>¥ 13,262,120</b>	<b>¥ -</b>	<b>\$ -</b>
<b>Liabilities of discontinued operations</b>			
Trade and other payables	¥ 7,566,523	¥ -	\$ -
Other payables due to eFuture Beijing	3,095,000	-	-
Advances from customers	7,382,624	-	-
Other current liabilities	138,328	-	-
<b>Total liabilities of discontinued operations</b>	<b>¥ 18,182,475</b>	<b>¥ -</b>	<b>\$ -</b>

The other payables due to eFuture Beijing were entrusted loans from eFuture Beijing to Biaoshang and Wangku, which was previously eliminated when the Biaoshang and Wangku had not been treated as discontinued operations. They were also presented as other receivables due from previously consolidated entities in the consolidated balance sheets.

As of December 31, 2011, the Company made a bad debt provision of RMB1,200,000 for other receivables due from previously consolidated entities, as certain circumstance indicated that the collectability of it could not be reasonably assured.

**NOTE 4. TRADE RECEIVABLES**

The trade receivables amount included in the consolidated balance sheets as of December 31, 2010 and 2011 were as follows:



**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

	<b>Chinese Yuan (Renminbi)</b>		<b>U.S. Dollars</b>
	<b>December 31,</b>		<b>December 31,</b>
	<b>2010</b>	<b>2011</b>	<b>2011</b>
Trade receivables	¥ 17,564,984	¥ 23,463,849	\$ 3,728,030
Less : Allowance for doubtful accounts	(2,987,733)	(3,559,207)	(565,501)
Trade receivables, net	¥ 14,577,251	¥ 19,904,642	\$ 3,162,529

The movement of the allowance for doubtful accounts during the years was as follows:

	<b>Chinese Yuan (Renminbi)</b>		<b>U.S. Dollars</b>
	<b>December 31,</b>		<b>December 31,</b>
	<b>2010</b>	<b>2011</b>	<b>2011</b>
Balance at the beginning of the year	¥ 2,088,870	¥ 2,987,733	\$ 474,703
Provision for the year	2,416,346	4,118,618	654,382
Write-offs	(1,517,483)	(3,547,144)	(563,584)
Balance at the end of the year	¥ 2,987,733	¥ 3,559,207	\$ 565,501

**NOTE 5. INVENTORY AND WORK IN PROCESS**

The inventory amounts included in the consolidated balance sheets as of December 31, 2010 and 2011 comprised of:

	<b>Chinese Yuan (Renminbi)</b>		<b>U.S. Dollars</b>
	<b>December 31,</b>		<b>December 31,</b>
	<b>2010</b>	<b>2011</b>	<b>2011</b>
Work in process	¥ 15,665,108	¥ 23,687,248	\$ 3,763,525
Purchased hardware and software held for resale	3,098,844	8,822,088	1,401,689
Less: Inventory provision	(3,138,266)	(4,507,846)	(716,225)
Total inventories, net	¥ 15,625,686	¥ 28,001,490	\$ 4,448,989

The movement of inventory provision related to loss making contracts during the years was as follows:

	<b>Chinese Yuan (Renminbi)</b>		<b>U.S. Dollars</b>
	<b>December 31,</b>		<b>December 31,</b>
	<b>2010</b>	<b>2011</b>	<b>2011</b>
Balance at the beginning of the year	¥ 1,103,382	¥ 3,138,266	\$ 498,620
Add: Current year additions	3,138,266	4,184,469	664,845
Less: Current year reversal	(1,103,382)	(2,814,889)	(447,240)
Balance at the end of the year	¥ 3,138,266	¥ 4,507,846	\$ 716,225

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

**NOTE 6. PROPERTY AND EQUIPMENT, NET**

Property and equipment included in the consolidated balance sheets as of December 31, 2010 and 2011 comprised of:

	Chinese Yuan (Renminbi)		U.S. Dollars
	December 31,		December 31,
	2010	2011	2011
Motor vehicles	¥ 1,303,570	¥ 1,243,443	\$ 197,563
Leasehold improvements	2,316,999	2,477,265	393,598
Office equipment	4,929,463	4,994,735	793,585
Communication equipment	61,963	61,871	9,830
Software	647,622	902,188	143,343
Total	9,259,617	9,679,502	1,537,919
Less: Accumulated depreciation	(4,641,786)	(5,748,528)	(913,349)
Property and equipment, net	¥ 4,617,831	¥ 3,930,974	\$ 624,570

Depreciation expense was RMB1.0 million, RMB1.7 million and RMB2.0 million (US\$0.3 million) for the years ended December 31, 2009, 2010, and 2011, respectively.

**NOTE 7. GOODWILL AND INTANGIBLE ASSETS, NET**

The carrying amount of goodwill included in the consolidated balance sheets as of December 31, 2010 and 2011 were RMB80,625,667 (US\$12,810,128). The balance represents the goodwill arising from the Group's acquisition of Royalstone, Health Field and Proadvancer.

The Group completed its annual impairment test of goodwill using a discounted cash flow method and determined that the carrying value of the reporting unit exceeded its fair value. The value of the reporting unit implied by the test was based on management's assessment of the Group's business strategy and the related expected future cash flows based on working capital requirements. The Group has not recognized any impairment loss on goodwill.

The Group completed its annual impairment test of goodwill as of December 31, 2009 arising from its acquisition of 51% equity interest in Wangku using the same method mentioned above and determined that the carrying value of the reporting unit exceeded the fair value of the reporting unit. The value of the reporting unit implied by the test was based on management's current assessment of the time frame for recovery of the retail and consumer goods industries and the related expected future cash flows based on working capital requirements. In addition, the lack of success in implementing new sales capabilities and practices at Wangku to convert more prospects into actual deals due to general economic conditions and competition from existing competitors also attributed to reductions in expected future cash flows. The Group recorded a goodwill impairment loss of RMB762,000, nil and nil for the years ended December 31, 2009, 2010 and 2011, respectively.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

Intangible assets included in the consolidated balance sheets as of December 31, 2011 and 2010 comprised of:

	<b>Weighted Average Amortization Period</b>	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Net Book Value</b>	
Customer relationship	4.48 years	¥ 36,270,003	¥ 32,970,671	¥ 3,299,332	\$ 524,211
Software	5 years	6,588,516	5,327,401	1,261,115	200,371
Internally generated software	4 years	39,803,101	27,548,572	12,254,529	1,947,049
Trademark	Indefinite	376,000	-	376,000	59,740
Balance at December 31, 2011		¥ 83,037,620	¥ 65,846,644	¥ 17,190,976	\$ 2,731,371

	<b>Weighted Average Amortization Period</b>	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Net Book Value</b>	
Customer relationship	4.48 years	¥ 36,270,003	¥ 26,426,893	¥ 9,843,110	
Software	5 years	6,573,943	4,019,688		2,554,255
Internally generated software	4 years	33,658,347	24,241,241		9,417,106
Trademark	Indefinite	2,450,000	-		2,450,000
Balance at of December 31, 2010		¥ 78,952,293	¥ 54,687,822	¥ 24,264,471	

Amortization expense for the years ended December 31, 2009, 2010 and 2011 was RMB15.8 million, RMB15.1 million and RMB11.2 million (US\$1.8 million), respectively. Unamortized capitalized software costs as of December 31, 2010 and 2011 was RMB3.7 million and RMB8.1 million (US\$1.3 million), respectively.

The Group determined the fair value of intangible assets based on the expected future cash flows generated by them. The Group recorded an impairment loss of RMB2.4 million and RMB2.06 million (US\$0.33 million) for the years ended December 31, 2010 and 2011, respectively for certain internally generated software which had or were not expected to generate future revenue, or be sellable to a third party, and did not fit the Company's development strategy going forward. In addition, the Group recorded an impairment loss of nil and RMB2.07 million (US\$0.33 million) for the years ended December 31, 2010 and 2011, respectively for a trade name acquired during the business combination in 2007 which was not expected to generate sufficient future cashflow as the market is inclined to pursue more advanced technical platform than that under this trade name.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

Estimated aggregate amortization related to the existing intangible assets with definite lives for the each of succeeding five years is as follows:

	<b>Chinese Yuan (Renminbi)</b>	<b>U.S. Dollars</b>
For the years ending December 31,		
2012	¥ 6,514,204	\$ 1,035,003
2013	3,297,631	523,941
2014	2,839,931	451,220
2015	2,495,640	396,517
2016	1,496,324	237,742
Thereafter	171,246	27,207

**NOTE 8. OTHER PAYABLES**

Other payables included in the consolidated balance as of December 31, 2010 and 2011 comprised of:

	<b>Chinese Yuan (Renminbi)</b>	<b>U.S. Dollars</b>
	<b>December 31,</b>	<b>December 31,</b>
	<b>2010</b>	<b>2011</b>
Social welfare accrual	¥ 7,653,491	¥ 9,469,618
Expenses payable to employees	1,558,915	1,463,057
Individual income tax payable	1,426,367	1,411,652
Miscellaneous payable	597,754	180,973
Total other payables	¥ 11,236,527	¥ 12,525,300
		\$ 1,990,070

**NOTE 9. ACCRUED EXPENSES**

Accrued expenses included in the consolidated balance sheets as of December 31, 2010 and 2011 comprised of:

	<b>Chinese Yuan (Renminbi)</b>	<b>U.S. Dollars</b>
	<b>December 31,</b>	<b>December 31,</b>
	<b>2010</b>	<b>2011</b>
Accrued payroll	¥ 13,414,129	¥ 11,327,859
Accrued rental fee	-	1,069,196
Accrued audit fee	1,016,400	905,175
Other accruals	1,570,437	1,161,883
Total accrued expenses	¥ 16,000,966	¥ 14,464,113
		\$ 2,298,116

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

**NOTE 10. STOCKHOLDERS' EQUITY**

***Preferred stock***

The Company's Articles of Association allows for the issuance of convertible preferred stock in the amount of 10,000,000 shares at a par value of \$0.0756 per share with the rights as described in those articles. Holders of the preferred stock have the same voting rights as holders of ordinary stock. All other material rights are to be determined by special resolution of the Company. No shares of convertible preferred stock have been issued as of December 31, 2010 and 2011.

***Ordinary shares***

During October 2006 the Company closed its initial public offering of 1,133,500 ordinary shares at RMB47.27 per share under the terms of the offering and realized gross proceeds of RMB53,581,679 before cash offering costs of RMB8,738,655. In addition, the Company issued the placement agents warrants to purchase 113,350 ordinary shares at RMB56.19 per share for a period of five years. The Company accounted for the warrants as an additional offering cost. On December 21, 2007, warrants to purchase 20,000 ordinary shares were exercised. The Company received RMB1,060,992 proceeds and recorded RMB1,049,852 additional paid-in capital. On October 3, 2007, \$5,000,000 of convertible notes was converted into 200,080 ordinary shares at a conversion price of \$24.99 per share; the Company recorded RMB47,305,512 additional paid-in capital for this conversion. In connection with the Royalstone acquisition, the Company issued 71,122 ordinary shares on December 31, 2007 as part of the satisfaction of the purchase obligation.

On January 3, January 7, March 19 and May 5 of 2008, warrants to purchase 20,000, 16,675, 16,675 and, 17,500 ordinary shares were exercised by the placement agents of the initial public offering, respectively. The Company received RMB3,657,908 proceeds and recorded RMB3,619,526 additional paid-in capital. In July and August of 2008, US\$4,000,000 of convertible notes was converted into 210,526 ordinary shares at a conversion price of \$19 per share; the Company recorded RMB14,834,371 additional paid-in capital for this conversion. In connection with the Royalstone acquisition, the Company issued 66,035 ordinary shares on September 1, 2008 as part of the satisfaction of the purchase obligation, and finally, the Company issued 83,944 and 6,184 ordinary shares on September 1, 2008 and November 25, 2008 to the Proadvancer and Healthfield acquisition, respectively.

On November 18, 2009, in connection with the Healthfield acquisition, the Company issued 6,183 ordinary shares as the final satisfaction of the purchase obligation.

On December 11, 2009, the Company adopted a share incentive plan (the "2009 Plan"), which reserved 332,000 ordinary shares for issuance. Under 2009 Plan, 84,000 and 69,000 restricted shares are granted to members of the board of directors and senior management, respectively. The Company recorded RMB1,711,356 additional paid-in capital for this award. Restricted shares vested over a three year period with the first 25% vested on the grant day. No restricted shares were issued or registered as of December 31, 2011.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

On February 11 and February 12, 2010, in connection with Royalstone acquisition and Proadvancer acquisition, the Company issued 169,584 and 60,405 ordinary shares as the final satisfaction of the purchase obligations, respectively.

On March 29 and April 15, 2010, options to purchase 793 and 330 ordinary shares were exercised by two employees, respectively.

On September 23, 2010, the Company signed a Share Purchase Agreement ("September Agreement") to sell 337,685 ordinary shares to 13 purchasers including board members, management and key employees of the Company for total cash consideration of RMB12.2 million (US\$1.8 million). The price of the shares is equal to US\$5.37 per share, the average closing price of the Company's ordinary shares for the 20 consecutive trading days ending on, and including, September 23, 2010. 152,604 of the shares was purchased by eFuture Inc., a Cayman Islands holding company controlled by the Company's chairman and Chief Executive Officer, Adam Yan. The remaining 185,081 shares were sold to 12 individuals including a board member (other than independent directors), management and key employees of the Company. The net proceeds from the sale of ordinary shares is used for general corporate purposes. The shares are restricted within 180-day lockup periods. The issuance or register of such shares was completed on January 6, 2011.

Subsequent to the issuance in September Agreement, the Company was contacted by both Capital Ventures International ("Capital Ventures") and Hudson Bay Master Fund Ltd. ("Hudson Bay"), each of which holds Series A Warrants in connection with a financing transaction completed on March 13, 2007. Each of Capital Ventures and Hudson Bay claimed that the September Agreement constituted a dilutive issuance under their outstanding Series A Warrants. While the Company disagreed at the time with this analysis, it recognized that an adverse judicial determination could result in substantial dilution to existing shareholders if the anti-dilution features of the warrants were triggered. Specifically, the investors currently hold 184,077 warrants in the aggregate, exercisable at \$28.25 per warrant. If a court determined that the anti-dilution provision was triggered, then these warrants would be exchanged for 968,376 warrants at an exercise price of \$5.37 per share.

In order to settle the disagreement with the warrant holders, the Company agreed with each of Capital Ventures and Hudson Bay to exchange the existing Series A Warrants for an equal number of new Series A Warrants and an additional 20,000 ordinary shares. On November 29, 2010, the Company entered into two separate exchange agreements (the "November Agreements") with Capital Ventures and Hudson Bay, whereby the Company exchanged the outstanding Series A Warrants held by each of Capital Ventures and Hudson Bay for a new Series A Warrants to purchase the same number of ordinary shares and under exactly the same terms prescribed by the Series A Warrants and an additional 20,000 ordinary shares of the Company which were restricted and could not be offered for sale, sold, transferred or assigned prior to May 28, 2011, respectively. The issuance or register of such shares was completed on January 6, 2011.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

The fair value of the ordinary shares of RMB1.4 million was recorded as additional paid-in capital and finance cost in the consolidated financial statements for the year ended December 31, 2010.

**NOTE 11. SHARE-BASED AWARDS PLAN**

On April 18, 2001, the Company adopted the 2001 Option Plan (the "2001 Plan"), under which 59,063 stock options were granted to key employees, each with an exercise price of \$4.71, a contractual life of 11 years and evenly vest over a five-year period.

Under the 2001 Plan, the Company's board of directors may amend or terminate the Plan at any time if required under the Plan, subject to shareholders' approval.

On January 31, 2007, the Company adopted the 2005 Option Plan Set One (the "2005 Plan I"), under which 65,875 stock options were granted to key employees (including directors and senior management who are key employees), each with an exercise price of \$25.42, a contractual life of 10 years and evenly vest over a five-year period.

On September 17, 2007, the Company adopted the 2005 Option Plan Set Two (the "2005 Plan II"), under which 65,800 stock options were granted to key employees, each with an exercise price of \$11.71, a contractual life of 10 years and evenly vest over a five-year period.

Under the 2005 Plan I and Plan II, the Company's board of directors may amend or terminate the Plan at any time if required under the Plan, subject to shareholders' approval.

On December 11, 2009, the Company adopted a share incentive plan (the "2009 Plan"), which provided for the granting of share incentives, including Incentive Stock Option (ISO) and restricted shares to the key employees. Under the 2009 Plan, 175,000 stock options were granted to the key employees with an exercise price of \$6.55 and a contractual life of 10 years, 84,000 and 69,000 restricted shares are granted to members of the board of directors and senior management, respectively, with no cash consideration. Pursuant to the 2009 Plan, options and restricted shares evenly vest over a three-year period with the first 25% vested on the grant day.

The 2009 Plan is administered by the Company's Nominee and Compensation Committee. The Nominee and Compensation Committee has the authority to determine the individuals who will receive grants, the type of grant, the number of shares subject to the grant, the terms of the grant, the time the grants will be made, the duration of any exercise or restriction period, and to deal with any other matters arising under the Plan. The Company's board of directors may amend or terminate the Plan at any time if required under the Plan, subject to shareholders' approval.

On December 20, 2011, the Company's stockholders approved the Company's 2011 Share Incentive Plan (the "2011 Plan"), which provides for the granting of equity incentives, including stock options and restricted shares to the key employees. Under the 2011 Plan, 393,745 ordinary shares were reserved for grant in accordance with its terms. No options or restricted shares were granted as of December 31, 2011 under the 2011 Plan.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

The fair value of options granted is estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions:

	<b>2005 Plan I</b>	<b>2005 Plan II</b>	<b>2009 Plan</b>
Grant date	January 31, 2007	September 17, 2007	December 11, 2009
Expected life	6.5 years	6.5 years	5.25 years
Risk-free interest rate	4.82%	4.32%	2.94%
Expected volatility	75%	75%	100%
Expected dividend yield	0%	0%	0%
Forfeiture rate	3%	3%	3%

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options, which have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions including the expected stock volatility. Because the Company's employee stock options have characteristics significantly different from those of traded options, and because changes in subjective input assumptions can materially affect the fair value estimate, in management's opinion, the existing models do not necessarily provide a reliable single measure of the fair value of its employee stock options. The Company recognized share-based compensation expense of 2005 Plan using a straight line basis over the requisite service period, whereas, the Company recognized share-based compensation expense of 2009 Plan using a graded vesting attribution method.

A summary of option activity as of December 31, 2011, and changes during the year then ended is presented below:

	<b>Number</b>	<b>Weighted-Average Exercise Price</b>	<b>Aggregate Intrinsic Value</b>	<b>Weighted-Average Remaining Contractual Term (years)</b>
Outstanding as of January 1, 2011	330,000	\$ 10.48		
Add: Granted	-	-		
Less: Exercised	-	-		
Expired	10,504	\$ 8.95		
Forfeited	10,030	\$ 8.24		
Outstanding as of December 31, 2011	309,466	\$ 10.91	\$ -	5.77
Exercisable as of December 31, 2011	250,896	\$ 10.78	\$ -	5.48



**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

For the year ended December 31, 2011, the number and weighted-average grant-date fair value for the Company's non-vested stock options were as follows:

	<b>Number</b>	<b>Weighted-Average Grant-date Fair Value</b>
Non-vested on January 1, 2011	127,390	\$ 9.79
Add: Granted	-	-
Less: Vested	58,790	\$ 10.11
Forfeited	10,030	\$ 6.09
Non-vested on December 31, 2011	58,570	\$ 10.12

For the year ended December 31, 2011, the number and weighted-average grant-date fair value for the Company's non-vested restricted shares were as follows:

	<b>Number</b>	<b>Weighted-Average Grant-date Fair Value</b>
Non-vested on January 1, 2011	73,500	\$ 6.55
Add: Granted	-	-
Less: Vested	34,750	\$ 6.55
Forfeited	4,000	\$ 6.55
Non-vested on December 31, 2011	34,750	\$ 6.55

The weighted-average grant-date fair value of stock options and restricted shares granted for the year ended December 31, 2009 was US\$5.02 and US\$6.55, respectively. No stock options or restricted shares were granted in 2010 or 2011.

The total intrinsic value of stock options exercised for the year ended December 31, 2010 was US\$1,887. No stock options were exercised in 2009 or 2011.

The total fair value of stock options vested for the years ended December 31, 2009, 2010 and 2011 were RMB4.4 million, RMB4.25 million and RMB3.74 million (US\$0.6 million), respectively.

The total fair value of restricted shares vested for the years ended December 31, 2009, 2010 and 2011 were RMB1.7 million, RMB1.6 million and RMB1.4 million (US\$0.2 million), respectively.

Total compensation cost for share-based payment arrangement recognized for the years ended December 31, 2009, 2010 and 2011 were RMB6.2 million, RMB5.5 million and RMB5.3 million (US\$0.8 million), respectively.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

As of December 31, 2011, the total compensation cost related to stock options and restricted shares not yet recognized were RMB3.8 million (US\$0.6 million) and RMB1.6 million (US\$0.3 million), respectively, which are expected to be recognized over a weighted-average period of 1 year and 1 year, respectively.

The Company received cash proceeds of RMB36,068 (US\$5,465) from exercise of stock options for the year ended December 31, 2010. No stock options were exercised in 2009 or 2011.

**NOTE 12. NON-CONTROLLING INTEREST**

On January 1, 2009, the Group adopted FASB Accounting Standards Codification ("ASC") 810-10-65, "Consolidations -Overall -Transition and Open Effective Date Information". This accounting standard defines a non-controlling interest in a subsidiary as the portion of the equity (net assets) in a subsidiary not attributable, directly or indirectly, to a parent and requires a non-controlling interest to be presented as a separate component of equity in the consolidated balance sheet. This standard also modifies the presentation of net income by requiring earnings and other comprehensive income to be attributed to controlling and non-controlling interest.

Previously, non-controlling interest's share of loss is only limited to the capital contribution in the entity and any excess loss is absorbed in the consolidation of majority shareholder. As a result of the adoption of this standard, Biaoshang and Wangku were in net deficit positions that the previous non-controlling interest should share their loss with effective from 2009.

**NOTE 13. VARIABLE INTEREST ENTITIES AND OTHER LONG-TERM INVESTMENT**

*(a) Variable interest entities*

ASC 810, Consolidation, requires a variable interest entity to be consolidated by a company if that company is the primary beneficiary of that variable interest entity.

To satisfy PRC laws and regulations, the Group conducts its internet information and certain other businesses in the PRC via its variable interest entities. These variable interest entities are directly owned by certain employees of the Company. Capital for the variable interest entities is funded by the Company through loans provided to those employees, and is initially recorded as loans to related parties. These loans are eliminated for accounting purposes with the capital of variable interest entities during consolidation.

Under contractual agreements with the Company, employees who are shareholders of the variable interest entities are required to transfer their ownership in these entities to the Company, if permitted by PRC laws and regulations, or, if not so permitted, to designees of the Company at any time to repay the loans outstanding. All voting rights of the variable interest entities are assigned to the Company, and the Company has the right to designate all directors and senior management personnel of the variable interest entities. Employees who are shareholders of the variable interest entities have pledged their shares in the variable interest entities as collateral for the loans. As of December 31, 2010 and 2011, the aggregate amount of these loans was RMB9,762,679 and RMB1,500,000, respectively.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

As of December 31, 2010, the Company effectively controlled merely one variable interest entity, Wangku, which has been included in discontinued operations and details were disclosed in note 3. As of December 31, 2011, the Company effectively controlled one variable interest entity, Changshengtiandi, which has been included in the consolidated financial statements.

**Wangku**

Wangku Hutong Information Technology, Co. Ltd., ("Wangku") is a web enabler of China Yellow Pages and a B2B e-Business service provider. In May 2007, the Company purchased 20% of Wangku's equity interest at a price of RMB3,000,000 through Xuejun Zhang, an employee of the Company.

The following table summarizes the allocation of the purchase price for the proportionate share of Wangku's net assets acquired at fair value:

Purchase Price		
Cash to acquire 20% of Wangku	¥	3,000,000
Less: Fair value of identifiable assets acquired:		
Current assets	¥	846,792
Fixed assets		203,136
	¥	<u>1,049,928</u>
Plus: Fair value of liabilities assumed:		
Current assets	¥	445,796
	¥	<u>445,796</u>
Excess of cost over fair value of net assets acquired &#8212; intangible assets and goodwill	¥	<u>2,395,868</u>

The excess cost over the fair value of the net assets acquired has been allocated RMB1,200,000 to distributor network, the only identifiable intangible asset, as of the date of the acquisition. The remaining amount of RMB1,195,868 was recorded as goodwill.

Goodwill and the intangible asset are not deductible for tax purposes. The intangible asset, except for goodwill, is being amortized over its estimated useful life as described above from the date of acquisition and was recorded against the equity in earnings.

Prior to purchase accounting adjustments, Wangku generated net loss of RMB14,489,530 for the period from January 1 to May 13, 2008 and the 20% equity ownership accounted for investment loss of RMB2,929,636 by equity method.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

On May 14, 2008, the Company gained effective control over an additional 31% of Wangku for RMB6,762,679 in cash. The acquisition of Wangku has been accounted for as a step acquisition business combination in fiscal year 2008. The Company has allocated the investment basis to the pro rata share of Wangku's assets and liabilities at each significant acquisition date based on the estimated fair values of such assets and liabilities on such dates, and the excess of the investment basis over the adjusted estimated fair values of such identifiable net assets has been allocated to goodwill. For financial reporting purposes, the Company has accounted for Wangku using the equity method through May 13, 2008, and as a consolidated subsidiary thereafter.

The following table summarizes the allocation of the 31% purchase price for the proportionate share of Wangku's net assets acquired at fair value at the date of acquisition:

Purchase Price		
Cash to acquire an additional 31% of Wangku	¥	6,762,679
Less: Fair value of identifiable assets acquired:		
Current assets	¥	1,321,761
Fixed assets		372,403
	¥	<u>1,694,164</u>
Plus: Fair value of liabilities assumed:		
Current liabilities	¥	3,465,288
Non-current liabilities		<u>2,799,519</u>
	¥	6,264,807
Excess of cost over fair value of net assets acquired &#8212; intangible assets and goodwill	¥	<u>11,333,322</u>

The excess cost over the fair value of the net assets acquired of RMB2,263,000 has been allocated to distributor network, the only identifiable intangible asset, as of the date of the acquisition, and the remaining amount of RMB9,070,322 was recorded as goodwill.

Wangku realized a net loss of RMB2.6 million, RMB4.0 million and RMB1.1 million (US\$0.2 million) for the years ended December 31, 2009 and 2010, and the period from January 1 to March 13, 2011, the date of disposal Wangku's equity interests, respectively.

**Biaoshang**

Biaoshang was incorporated in the PRC in 2000 and engages in B2B business to connect retailers to their suppliers, enabling them to share information and manage work processes in China. On November 6, 2007, the Company effectively controlled 51% of the interest in Biaoshang through Tingchao Zhao, an employee of the Company. Before the transaction, Peter Jiang held 100% equity interest in Biaoshang. Then Peter Jiang sold 51% of the equity interest to Tingchao Zhao, while Peter Jiang held the remaining 49%.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

Biaoshang realized a net loss of RMB1.6 million and RMB0.7 million (US\$0.1 million) for the year ended December 31, 2009 and the period from January 1 to July 15, 2010, respectively.

Pursuant to the equity interest transfer agreement between Peter Jiang and Tingchao Zhao, the Company is subject to pay a contingent payment of RMB392,877 since the audited net income for the six month period ended June 30, 2008 was more than RMB300,000. This was considered additional purchase consideration and recorded as an increase to goodwill. However, based on the agreement entered into between the Company and Peter Jiang, the CEO of Biaoshang on September 25, 2010, the contingent payment was mutually forgiven. The gains on the extinguishment of the debt were recorded as income on investments for discontinued operations.

**Changshengtiandi**

Changshengtiandi was incorporated in the PRC in 2011 and is an e-Commerce service provider. On January 18, 2011, the Company entered into a loan agreement with Zou Hongjun, an employee of the Company, pursuant to which the Company provided RMB1,350,000 (US\$214,493) to him for obtaining 90% of equity interests in Changshengtiandi. On January 18, 2011, the Company entered into a loan agreement with Zhang Xuejun, an employee of the Company, pursuant to which the Company provided RMB150,000 (US\$23,833) to him for obtaining 10% of equity interests in Changshengtiandi. On January 18, 2011, the Company entered into share pledge agreements with Zou Hongjun and Zhang Xuejun, respectively, pursuant to which the two employees of the Company pledged all their equity interests in Changshengtiandi to the Company, and the Company effectively controlled 100% of the interest in Changshengtiandi through Zou Hongjun and Zhang Xuejun.

Changshengtiandi realized a net loss of RMB649,830 (US\$103,248) for the period from January 18, 2011 to December 31, 2011.

***(b) Other long-term investment***

Other long-term investment includes the investment in which the Group does not have the ability to exercise significant influence (generally, when the Group has an investment of less than 20% ownership) and for which there is not a readily determinable fair value, is accounted for using the cost method. Dividends and other distributions of earnings from investee, if any, are included in income when declared.

On March 15, 2010, the Company purchased 15% interest of Fuji Saiwei (Beijing) Technology Co., Ltd., ("cFuture"). The Company recorded an investment on cFuture of RMB240,000 by applying the cost method of accounting. cFuture was incorporated in PRC in 2009 and engages in e-Retail business to render e-service to the retailers.

The Company is required to perform an impairment assessment of its investments whenever events or changes in business circumstances indicate that the carrying value of the investment may not be fully recoverable. As of December 31, 2011, the Company determined that such events and changes occurred and were other-than-temporary. Thus, impairment of RMB240,000 was made to write down the asset to its fair value and take the corresponding charge to the consolidated statements of operations.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

On September 21, 2010, eFuture Beijing sold the 15% equity interest of Beijing Kubang Fuji New Media Technology Company Limited to a third party with a cash consideration of RMB600,000. The Company recorded an investment loss of RMB54,192 (US\$8,211) in the consolidated financial statements.

For the years ended December 31, 2009 and 2010, no impairment loss was recorded in the consolidated financial statements.

**NOTE 14. RELATED PARTY TRANSACTIONS**

For the period from March 15, 2010 to December 31, 2010, eService purchased from cFuture was RMB367,000, and the implementation service fee revenue derived from cFuture was RMB35,460. No such transaction occurred in 2011.

The senior Vice President of the Company, Hongjun Zou, is the Chief Executive Officer of cFuture. The Company paid his salary and statutory social welfare on behalf of cFuture of RMB137,939 and RMB150,000 for the years ended December 31, 2009 and 2010, respectively. No such transaction occurred in 2011.

In March 2010, the Company acquired 15% equity interests in aggregate of cFuture from Peter Jiang (the CEO of Biaoshang), Chuangyeqiankun (Beijing) Investments Limited and Weiwan Ren (the director of the Company) with total cash consideration of RMB240,000.

On September 23, 2010, the Company signed a Share Purchase Agreement ("September Agreement") to sell 337,685 ordinary shares to 13 purchasers. The price of the shares is equal to US\$5.37 per share, the average closing price of the Company's ordinary shares for the 20 consecutive trading days ending on, and including, September 23, 2010. 152,604 of the shares was purchased by eFuture Inc., a Cayman Islands holding company controlled by the Company's chairman and Chief Executive Officer, Adam Yan. 78,212 and 36,320 of the shares were sold to a board member (other than independent directors) and executive management of the Company, respectively. The issuance or register of such shares was completed on January 6, 2011.

In April 2011, the Company paid car rental fee of RMB135,000 (US\$21,449) to Hongjun Zou, the senior Vice President of the Company. For the year ended December 31, 2011, half of this amount was amortized to the income statement prescribed by the contractual term.

**NOTE 15. INCOME TAXES**

The Company is incorporated in the Cayman Islands and conducts its primary business operations through the subsidiary and VIEs in the PRC. Under the current laws of the Cayman Islands and BVI, the Company is not subject to tax on income or capital gains. Additionally, upon payments of dividends by the Company to its shareholders, no Cayman Islands and BVI withholding tax will be imposed.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

According to the PRC Corporate Income Tax Law, or the CIT Law, which became effective on January 1, 2008, as further clarified by subsequent tax regulations implementing the CIT Law, foreign-invested enterprises and domestic enterprises are subject to corporate income tax, at a uniform rate of 25%. The CIT rate of enterprises established before March 16, 2007 that were eligible for preferential tax rates according to then effective tax laws and regulations will gradually transition to the uniform 25% CIT rate by January 1, 2013. In addition, certain enterprises may still benefit from a preferential tax rate of 15% under the CIT Law if they qualify as "high and new technology enterprises strongly supported by the state," subject to certain general factors described in the CIT Law and the related regulations.

In December 2008, the Company's subsidiary eFuture Beijing was designated as "High and New Technology Enterprises" under the CIT Law, which entitles it to a preferential CIT rate of 15% from 2008 to 2013. Biaoshang and Wangku were subject to a 25% tax rate in 2009, 2010 and 2011, respectively.

The CIT Law treats enterprises established outside of China with "effective management and control" located in China as PRC resident enterprises for tax purposes. The term "effective management and control" is generally defined as exercising overall management and control over the business, personnel, accounting, properties, etc. of an enterprise. The Company, if considered a PRC resident enterprise for tax purposes, would be subject to the PRC CIT at the rate of 25% on its worldwide income for the period after January 1, 2008. As of December 31, 2011, the Company has not accrued for PRC tax on such basis. The Company will continue to monitor its tax status.

Profit (loss) before tax for the years ended December 31, 2009, 2010 and 2011 was taxed in the following jurisdictions:

	<b>Chinese Yuan (Renminbi)</b>			<b>U.S. Dollars</b>
	<b>For the Years Ended December 31,</b>			<b>For the Year Ended December 31, 2011</b>
	<b>2009</b>	<b>2010</b>	<b>2011</b>	
PRC	¥ 2,604,125	¥ (431,337)	¥ 813,814	\$ 129,302
Cayman Islands	(26,105,125)	(20,331,702)	(26,337,315)	(4,184,578)
Loss before income tax	¥ (23,501,000)	¥ (20,763,039)	¥ (25,523,501)	\$ (4,055,276)

The income tax benefit for the years ended December 31, 2009, 2010 and 2011 were as follows:

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

	<b>Chinese Yuan (Renminbi)</b>			<b>U.S. Dollars</b>
	<b>For the Years Ended December 31,</b>			<b>For the Year Ended December 31,</b>
	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2011</b>
Current tax before tax loss carry forwards (set-off)	¥ 307,601	¥ 55,598	¥ 1,957,167	\$ 310,962
Tax loss carry forwards (set-off)	(307,601)	(55,598)	162,457	25,812
Current income taxes	-	-	2,119,624	336,774
Deferred income taxes	(1,513,216)	(1,770,001)	(2,691,481)	(427,633)
Total income tax benefit	¥(1,513,216)	¥(1,770,001)	¥ (571,857)	\$ (90,859)

The reconciliation of income tax expenses computed by applying the statutory corporate income tax rate to pre-tax income gain (loss) to the actual tax benefit is as follows:

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**U.S. Dollars**

	<b>Chinese Yuan (Renminbi)</b>			<b>For the Year Ended December 31,</b>
	<b>For the Years Ended December 31,</b>			<b>December 31,</b>
	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2011</b>
Income tax computed at statutory tax rate	¥(5,875,250)	¥(5,190,760)	¥(6,380,875)	\$ (1,013,819)
Difference in tax rate of the Company outside the PRC	6,526,281	5,082,926	6,584,329	1,046,145
Effect of tax holiday for a subsidiary	(260,413)	43,134	(146,364)	(23,255)
Non-deductible expenses	914,169	1,278,601	887,675	141,037
Non-taxable income	(997,186)	(1,158,303)	-	-
Tax loss carry forward (set-off)	(307,601)	(55,598)	162,457	25,812
Withholding income tax for the dividends paid to Cayman Islands company	-	-	1,012,402	160,854
Deferred tax benefit	(1,513,216)	(1,770,001)	(2,691,481)	(427,633)
Total income tax benefit	¥(1,513,216)	¥(1,770,001)	¥ (571,857)	\$ (90,859)

The components of the deferred tax assets and liabilities were as follows:



**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

	Chinese Yuan (Renminbi)		U.S. Dollars
	December 31,		December 31,
	2010	2011	2011
<b>Deferred Tax Assets:</b>			
Net operating loss carry forwards	¥ -	¥ 162,457	\$ 25,812
Allowance for doubtful accounts and write offs	797,772	513,230	81,544
Inventory provision	470,740	676,177	107,434
Trade receivables	2,229,072	1,210,198	192,281
Accruals and others	2,505,581	4,566,423	725,531
Valuation allowance	-	(162,457)	(25,812)
<b>Total deferred tax assets</b>	<b>¥ 6,003,165</b>	<b>¥ 6,966,028</b>	<b>\$ 1,106,790</b>
<b>Deferred Tax Liabilities:</b>			
Inventory and work in process	¥ (652,605)	¥ (3,095,419)	\$ (491,813)
Advance from customers	(7,240,596)	(4,114,852)	(653,784)
Intangible assets	(1,838,175)	(792,487)	(125,913)
<b>Total deferred tax liabilities</b>	<b>¥ (9,731,376)</b>	<b>¥ (8,002,758)</b>	<b>\$ (1,271,510)</b>
<b>Net deferred tax liabilities</b>	<b>¥ (3,728,211)</b>	<b>¥ (1,036,730)</b>	<b>\$ (164,720)</b>

The Group recorded a valuation allowance against the 2011 operating loss carry forwards of Changshengtiandi as of December 31, 2011, as the Group believes it is more likely than not that such deferred tax assets will not be realized. As of December 31, 2010, the Group had no operating loss carry forwards unused.

The Group has evaluated its income tax uncertainty under ASC 740-10. ASC 740-10 clarifies the accounting for uncertainty in income taxes by prescribing the recognition threshold a tax position is required to meet before being recognized in the financial statements. The Group has elected to classify interest and penalties related to an uncertain tax position, if and when required, as part of income tax expense in the consolidated statements of operations. As of and for the years ended December 31, 2010 and 2011, no unrecognized tax benefits or interest and penalties associated with uncertainty in income taxes have been recognized.

**NOTE 16. CONVERTIBLE NOTES AND WARRANTS - DERIVATIVE FINANCIAL INSTRUMENTS**

On March 13, 2007, the Company closed a Securities Purchase Agreement (the "Agreement") with three funds affiliated with two institutional investors, pursuant to which the Company raised RMB77,410,000 by issuing \$10,000,000 of senior convertible notes along with Series A warrants and Series B warrants.

In connection with the issuance, the Company incurred RMB17,627,511 of loan costs including RMB8,330,570 in cash and RMB9,296,941 of warrants issued to the placement agent. Proceeds, net of cash loan costs, were RMB69,079,430. The Company is amortizing the loan costs over the period the convertible notes are outstanding, using the effective interest method.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

The convertible notes were due on March 12, 2012 and bear interest per annum as below, payable quarterly:

<b>Period</b>	<b>Interest Rate</b>
March 13, 2007-March 12, 2008	3%
March 13, 2008-March 12, 2009	5%
March 13, 2009-March 12, 2010	7%
March 13, 2010-March 12, 2012	10%

The convertible notes were initially convertible into 400,160 ordinary shares of the Company at \$24.99 per share. Pursuant to the Agreement, the conversion price was reset to \$19.00 per share on June 11, 2008 since the market price of the Company's ordinary shares was below \$19.00 at that day. The maximum number of Ordinary shares into which the Convertible Notes were convertible, based on a conversion Floor Price of \$19.00 per share, was 526,316 Shares. If the Company fails to convert timely, the Company shall pay damages to the Holder for each Trading Day of such Conversion Failure in an amount equal to 1.5% of the product of the sum of the number of Ordinary shares not issued to the Holder on or prior to the Share Delivery Date and to which the Holder is entitled, and the Closing Sale Price of the Ordinary shares on the Share Delivery Date.

The Agreement contains an optional redemption right whereby if the market price of the ordinary shares for any thirty consecutive trading days following the optional redemption eligibility date exceeds 150% of the conversion price \$24.99 on the issuance date (subject to appropriate adjustments for share splits, share dividends, share combinations and other similar transactions after the subscription date) and there has been no equity conditions failure, the Company has the right to redeem all or any portion of the remaining unconverted notes.

The Agreement also contains a Make-Whole provision which guarantees the payment of the present value of the interest that, but for the applicable conversion or redemption, would have been paid to the holder through the maturity date minus the amount of interest already paid to the holder through the conversion date or optional redemption date.

The Series A warrants are exercisable by the holder within five years on any day on or after September 9, 2007 for an aggregate of 184,077 Shares, at an initial price of \$28.25 per ordinary share, subject to adjustment. Series B warrants have expired since they had a one year life and were exercisable on any day on or after September 9, 2007 to purchase an aggregate of 230,097 ordinary shares, with an initial exercise price of \$24.99 per Share. Warrants were also issued to the Placement Agent to purchase 73,291 ordinary shares of the Company, exercisable by the Holder within five years on any day on or after September 9, 2007 at an initial price of \$24.99. The Series A Warrants, Series B Warrants and Placement Agent Warrants contain a cashless exercise option that if at any time following one calendar year from the Date of Issuance a Registration Statement is not available for the resale of such Unavailable Warrant Shares, the Holder may exercise this Warrant in whole or in part and elect instead to receive upon such exercise the "Net Number" of ordinary shares determined according to the defined formula.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

On June 12, 2007, the Securities and Exchange Commission declared the Company's registration statement effective. The Company did not receive any of the proceeds of the sale of the shares by the Selling Shareholders; however, the Company could receive up to \$12,781,841 from the exercise by the Selling Shareholders and Placement Agent of all of the Series A, Series B and Placement Agent warrants at their current prices of \$28.25, \$24.99 and \$24.99, respectively.

The Company identified the following instruments and derivatives requiring valuation and accounting under the relevant guidance applicable to financial derivatives:

- Conversion price reset feature
- Company's optional early redemption right
- Make-whole provision
- Warrants with exercise price reset feature

The Company identified the conversion price reset feature, the optional early redemption right and the make-whole provision within the Convertible Notes to represent embedded derivatives. These embedded derivatives were bifurcated from the host debt contracts and accounted for as derivative liabilities in accordance with ASC 815. The conversion price reset feature, the optional early redemption right and the make-whole provision within the Convertible Notes were bundled together as a single hybrid compound instrument in accordance with ASC 815 Derivatives and Hedging.

The Company identified the ordinary share warrants to be derivatives. The warrants contain an exercise price reset provision and are classified as a derivative liability.

The single compound embedded derivative within convertible notes was recorded at fair value at the date of issuance (March 13, 2007). The Company utilized a third party valuation firm to determine the fair value of the single compound embedded derivatives by using the Monte Carlo method when the conversion price was adjustable, and by the binomial tree model when the conversion price effectively became fixed, subsequent to the price reset on June 11, 2008. The valuation methodology uses unobservable (Level 3) inputs in calculating fair value.

The derivative was not intended to hedge any specific risk exposures, such as fluctuating interest rates, exchange rates, commodity prices, etc. Therefore, the derivative constituted neither a cash flow hedge, nor a fair value hedge. The volume of derivative activity relates solely to the embedded derivative instrument itself, and changes in fair value thereon.

The effect of the derivative instrument on the consolidated statements of operations for the year ended December 31, 2011 was as follows:

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

	Location of Gain (Loss) Recognized	Amount of Gain (Loss) Recognized in Income Statement for the Year ended December 31, 2011	
		Chinese Yuan	
	in Income Statement	(Renminbi)	
Derivatives not designated as hedging instruments under ASC 815-10:			
Embedded Derivative	Gain on derivatives	¥	347,565
Total		¥	347,565

The fair value of these derivatives was determined to be RMB87,775,199 and was recorded as a derivative liability at inception. The debt discount amount of RMB77,255,180 is being accreted through charges to the statement of operations using the effective interest method over the period of the note obligations. At December 31, 2010 and 2011, the fair value of the derivatives recognized in the balance sheets was RMB354,420 and RMB3,168 (US\$503), respectively. The gain on derivatives recognized in the consolidated statements of operations for the years ended December 31, 2009, 2010 and 2011 were RMB1,290,329, RMB3,429,479 and RMB347,565 (US\$55,223), respectively.

The table below sets forth a summary of changes in the fair value of the Company's level 3 derivative for the 12 months ended December 31, 2011.

	Chinese Yuan (Renminbi)
Balance as of December 31, 2010	¥ 354,420
Change in Fair Value of Derivative Liability	(347,565)
Foreign Currency Translation Difference	(3,687)
Balance as of December 31, 2011	¥ 3,168

The fair value of Series A warrants and Series B warrants at the issuance date was RMB38,619,849 and the fair value of Placement Agent warrants was RMB9,296,941, computed using Black-Scholes pricing model based upon the following assumptions: future estimated volatility of 100%, risk-free interest rate of 4.41% and 4.9%, estimated life of 5.5 years, and 0% dividend yield.

On November 29, 2010, the Company entered into two separate exchange agreements (the "November Agreements") with Capital Ventures and Hudson Bay to settle a disagreement, whereby the Company exchanged the outstanding Series A Warrants held by each of Capital Ventures and Hudson Bay for a new Series A Warrants to purchase the same number of ordinary shares and under exactly the same terms prescribed by the Series A Warrants and an additional 20,000 ordinary shares of the Company which were restricted and could not be offered for sale, sold, transferred or assigned prior to May 28, 2011, respectively. The issuance or register of such shares was completed on January 6, 2011.

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

In the fourth quarter of 2011, the Company bought back the outstanding convertible notes, and all the unamortized discount on convertible notes and deferred loan costs were charged in the consolidated financial statements. The amortization of discount on convertible notes payable and amortization of deferred loan costs were RMB6.4 million (US\$1.0 million) and RMB474,399(US\$75,374), respectively.

**NOTE 17. EARNINGS (LOSS) PER SHARE**

The following shares were excluded from the calculation of diluted net income (loss) per share as they were anti-dilutive shares as of December 31, 2009, 2010 and 2011:

	Years ended December 31,		
	2009	2010	2011
Stock options and warrants	123,087	567,487	592,312
Contingent issuable shares in acquisition obligation	143,991	-	-
Issuable shares from Convertible notes	52,631	52,631	-
Total anti-dilutive shares	319,709	620,118	592,312

The following table is a reconciliation of the numerators and denominators used in the calculation of basic and diluted earnings (loss) per share and the weighted-average ordinary shares outstanding for the years ended December 31, 2009, 2010 and 2011:

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

	<b>Chinese Yuan (Renminbi)</b>			<b>U.S. Dollars</b>
	<b>For the Years Ended December 31,</b>			<b>For the Year Ended December 31,</b>
	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2011</b>
Net loss	¥ (25,265,497)	¥ (17,323,421)	¥ (18,830,869)	\$ (2,991,924)
Net loss from continuing operations	(19,887,910)	(17,386,892)	(24,440,221)	(3,883,160)
Gain (Loss) from discontinued operations	(5,377,587)	63,471	5,609,352	891,236
Basic weighted-average ordinary shares outstanding	3,362,986	3,822,386	4,130,221	4,130,221
Effect of dilutive securities:				
Stock options and warrants	33,895	9,417	-	-
Contingent issuable shares in acquisition obligation	-	-	-	-
Diluted weighted-average ordinary shares outstanding	3,396,881	3,831,803	4,130,221	4,130,221
Basic earnings (loss) per share	¥ (7.51)	¥ (4.53)	¥ (4.56)	\$ (0.72)
- Continuing operations	(5.91)	(4.55)	(5.92)	(0.94)
- Discontinued operations	(1.60)	0.02	1.36	0.22
Diluted earnings (loss) per share	¥ (7.51)	¥ (4.53)	¥ (4.56)	\$ (0.72)
- Continuing operations	(5.91)	(4.55)	(5.92)	(0.94)
- Discontinued operations	(1.60)	0.02	1.36	0.22

**NOTE 18. COMMITMENTS AND CONTINGENCIES**

**Operating Lease Agreements** Operating lease commitments include the commitments under the lease agreements for the Group's office premises. The Group leases twelve office facilities throughout China under non-cancelable operating leases with various expiration dates. The amounts of commitments for non-cancelable operating leases in effect at December 31, 2011, were as follows:

**EFUTURE INFORMATION TECHNOLOGY INC. AND SUBSIDIARIES**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)**

	Chinese Yuan (Renminbi)		U.S. Dollars
2012	¥	6,834,826	\$ 1,085,944
2013		5,173,468	821,981
2014		3,831,232	608,721
2015		1,223,597	194,410
2016		-	-
Total	¥	17,063,123	\$ 2,711,056

The Group incurred rental expense, of RMB5,477,804, RMB6,028,173 and RMB7,899,217 (US\$1,255,059) for the years ended December 31, 2009, 2010 and 2011, respectively. All leases agreements have different lease periods, ranging from 1 year to 4 years.

**Software Infringement Indemnity** &#8212; Standard software license agreements contain an infringement indemnity clause under which the company agrees to indemnify and hold harmless customers and business partners against liability and damages arising from claims of various copyright or other intellectual property infringements by their software products. The terms constitute a form of guarantee that is subject to the provision.

We estimate the fair value of our indemnification obligations as insignificant, based on our historical experience concerning product and patent infringement claims. Accordingly, we have no liabilities recorded for indemnification under these agreements as of December 31, 2010 and 2011.

**Litigation** &#8212; In August 2002, the Group was sued for the termination of contracts between the Group and another party. The other party sued for costs and losses in the amount of RMB665,500 (US\$82,464). The case was resolved on September 26, 2008 and the Group is liable to pay RMB403,300. The Group recorded this amount in other payables as of December 31, 2010. It was paid in 2011.

The Group from time to time is involved in disputes and litigation arising out of the normal course of business. On October 12, 2011, the plaintiff, Microsoft Corporation, filed four software copyright infringement claims against eFuture Beijing at Wuhan Intermediate People's Court. Under these claims, the plaintiff demands eFuture Beijing's immediate cease of use of the infringing software products, a damage of total RMB2,000,000 (US\$317,768) for the loss suffered by the plaintiff, the recovery for reasonable expenses incurred to the plaintiff and the litigation fees. eFuture Beijing disagrees that Wuhan Intermediate People's Court has the jurisdiction to hear these cases, and is currently in the process of requesting a review of jurisdiction from the Supreme People's Court. The Group evaluated that the compensation appealed by the plaintiff was not sufficiently supported by a reasonable basis. Thus the Group did not have any base for estimates of potential losses.

The Group was not aware of any potential unasserted claims that would have a material effect on the Company's financial condition or results of operations.





**Summary of Share Transfer Agreement**

This Share Transfer Agreement (the "**Agreement**") is made as of July 16, 2010 in Beijing, by and between:

**Party A:** Jiang Boyong

**Party B:** Zhao Tingchao (on behalf of eFuture Information Technology Inc.)  
Whereas,

- (1) Party A is a shareholder of Beijing Fuji Biaoshang Information Technology Co., Ltd.
- (2) On behalf of eFuture Information Technology Inc., Party B owns the shares of Beijing Fuji Biaoshang Information Technology Co., Ltd.

Party A intends to purchase the 51% of shares of Beijing Fuji Biaoshang Information Technology Co., Ltd. owned by Party B. Through friendly negotiation, the parties hereto agree as follows:

1. Definition:
  - 1.1 Both Parties: mean Party A and Party B of this Agreement.
  - 1.2 Agreed Date: means the execution date of this Agreement by both Parties.
2. Closing of Share Transfer
  - 2.1 Party B shall complete all the title transfer and/or registration procedures of share transfer and assist Party A to complete the share transfer.
  - 2.2 Fulfillment of the following conditions shall be deemed as closing:
    - 2.2.1 The related share transfer gets the approval required by each party from the competent authorities;
    - 2.2.2 Party B receives all of Party A's payment in connection with the share transfer.

3. Purchase Price:

Both Parties confirms that the purchase price is RMB6.8 million.

4.1 Payment of Consideration:

Within 3 working dates upon the execution of this Agreement, Party A shall pay up all the consideration in cash to Party B in a lump sum. Party B shall assist Party A to complete the title transfer procedures after receiving the consideration.

As Party B holds the 51% shares on behalf of eFuture Information Technology Inc., Party B agrees that the consideration of share transfer shall be paid to eFuture (Beijing) Royalstone Information Technology Inc., a wholly-owned subsidiary of eFuture Information Technology Inc.

5. Fees:

Each party shall be liable for its own legal counsel's fee.

6. Tax

All the tax incurred by the transfer of asset shall be paid by Party A and Party B according to the applicable laws and regulations of the local authorities.

7. Governing Law:

This Agreement shall be governed and interpreted by the current P.R.C. laws and regulations.

8. Effective of the Agreement:

Both Parties confirm that the provisions under this Agreement have been approved by the related governing body of each Party and shall be effective upon the execution of the representative of both Parties.

9. Both Parties shall resolve all the outstanding issues of this Agreement through negotiation.

10. Counterparts:

This Agreement is quadrupled and each Party shall have two copies.

Party A: Wang Haibo

Party B: Zhang Xuejun (on behalf of eFuture Information Technology Inc.)

By: /s/ Wang Haibo

By: /s/ Zhang Xuejun

Date: July 16, 2010

Date: July 16, 2010

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**Summary of Share Transfer Agreement**

This Share Transfer Agreement (the "**Agreement**") is made as of March 13, 2011 in Beijing, by and between:

**Party A:** Wang Haibo

Personal ID Number: 362329197303070319

**Party B:** Zhang Xuejun (on behalf of eFuture Information Technology Inc.)

Personal ID Number: 510226196412090375

Whereas,

- (1) Party A is a shareholder of Beijing Wangku Hutong Information Technology Co., Ltd.
- (2) On behalf of eFuture Information Technology Inc., Party B owns the shares of Beijing Wangku Hutong Information Technology Co., Ltd.

Party A intends to purchase the 51% of shares of Beijing Wangku Hutong Information Technology Co., Ltd. owned by Party B. Through friendly negotiation, the parties hereto agree as follows:

1. Definition:

- 1.1 Both Parties: mean Party A and Party B of this Agreement.
- 1.2 Agreed Date: means the execution date of this Agreement by both Parties.

2. Closing of Share Transfer

- 2.1 Party B shall complete all the title transfer and/or registration procedures of share transfer and assist Party A to complete the share transfer.
- 2.2 Fulfillment of the following conditions shall be deemed as closing:
  - 2.2.1 The related share transfer gets the approval required by each party from the competent authorities;
  - 2.2.2 Party B receives all of Party A's payment in connection with the share transfer.

3. Purchase Price:

Both Parties confirm that the purchase price for Party A is RMB6million.

4.1 Payment of Consideration:

Within 3 working dates upon the execution of this Agreement, Party A shall pay up all the consideration in cash to Party B in a lump sum. Party B shall assist Party A to complete the title transfer procedures after receiving the consideration.

As Party B holds the 51% shares on behalf of eFuture Information Technology Inc., Party B agrees that the consideration of share transfer shall be paid to eFuture (Beijing) Royalstone Information Technology Inc., a wholly-owned subsidiary of eFuture Information Technology Inc.

5. Fees:

Each party shall be liable for its own legal counsel's fee.

6. Tax

All the tax incurred by the transfer of asset shall be paid by Party A and Party B according to the applicable laws and regulations of the local authorities.

7. Governing Law:

This Agreement shall be governed and interpreted by the current P.R.C. laws and regulations.

8. Effective of the Agreement:

Both Parties confirm that the provisions under this Agreement have been approved by the related governing body of each Party and shall be effective upon the execution of the representative of both Parties.

9. Both Parties shall resolve all the outstanding issues of this Agreement through negotiation.

10. Counterparts:

This Agreement is quadrupled and each Party shall have two copies.

(No text below)

Party A: Wang Haibo

Party B: Zhang Xuejun (on behalf of eFuture Information Technology Inc.)

By: /s/ Wang Haibo

By: /s/ Zhang Xuejun

Date: March 13, 2011

Date: March 13, 2011

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**Loan Agreement**

This Loan Agreement (this "Agreement") is made and entered into by and between the parties below as of the 18/01, 2011 in Beijing, the People's Republic of China ("China" or the "PRC"):

**eFuture (Beijing) Information Technology Inc.** ("Lender"), a company organized and existing under the laws of the PRC, with its address at 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Zhang xuejun** ("Borrower"), a Chinese citizen with Chinese identification No.: 510226196412090375, whose address is at 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

Each of Lender and Borrower shall be hereinafter referred to as a "Party" respectively, and as the "Parties" collectively.

**Whereas**, Lender intends to provide Borrower with a loan to be used for the purpose set forth under this Agreement. After friendly consultation, the Parties agree as follows:

**1. Loan**

- 1.1 According to the terms and conditions of this Agreement, Lender agrees to provide a loan equivalent to the amount of RMB150,000 (the "Loan") to Borrower, and the Loan will be provided in a lump sum basis or by several installments in accordance with the amount specified in the written notice from the Borrower. The term of the Loan shall be ten (10) years from the date of this Agreement, which may be extended upon mutual written consent of the Parties. During the term of the Loan or the extended term of the Loan, Borrower shall immediately repay the full amount of the Loan in the event any one or more of the following circumstances occur:

30 days elapse after Borrower receives written notice from Lender requesting repayment of the Loan;

Borrower's death, lack or limitation of civil capacity;

Borrower ceases (for any reason) to be an employee of Lender or its affiliated entity, or ceases to be a shareholder of the Borrower Company (as defined below);

Borrower engages in criminal act or is involved in criminal activities;

Any third party filed a claim against Borrower that exceeds RMB200,000; or

Lender determine to exercises the exclusive option under the Exclusive Option Agreement (the "Exclusive Option Agreement") described in Sections 4.1.1 and .5 of this Agreement.

Lender agrees to remit the Loan to the account designated by Borrower within 20 days after receiving a written notification specified the amount of the Loan from the Borrower regarding the same, provided that all the conditions precedent in Section 2 are fulfilled. Borrower shall provide Lender with a written receipt for the Loan upon receiving the Loan. The Loan provided by Lender under this Agreement shall inure to Borrower's benefit only and not to Borrower's successors or assigns.

Borrower agrees to accept the aforementioned Loan provided by Lender, and hereby agrees and warrants using the Loan to provide capital for acquiring and holding certain percentage of equity interest of Beijing Changshengtiandi Ecommerce Co., Ltd. ("Borrower Company") or the increase of registered capital of the Borrower Company. After such acquisition and/or increase of the registered capital, Borrower therefore shall be Borrower Company's shareholder and shall own 10% of the equity interests in Borrower Company (Such 10% equity interests, hereinafter referred to as the "Borrower Equity Interest"). Borrower agrees to complete the acquisition and/or increase of registered capital of Borrower Company and to hold Borrower Equity Interest within 60 days from the date of this Agreement, and provide Lender with all of the duplicates of the registration documents at the government department for industry and commerce, business licenses, and articles of association. Without Lender's prior written consent, Borrower shall not use the Loan for any purpose other than as set forth herein.

**2. Conditions Precedent**

The obligation of Lender to provide the Loan to Borrower contemplated in Section 1.1 shall be subject to the satisfaction of the following conditions, unless waived in writing by Lender.

- 2.1 Lender receives the written notification for drawdown under the Loan sent by Borrower according to Section 1.2.
- 2.2 All the representations and warranties by Borrower in Section 3.2 are true, complete, correct and not misleading.
- 2.3 Borrower has not violated the covenants in Section 4 of this Agreement, and no event which may affect Borrower's performance of its obligations under this Agreement has occurred or is expected to occur.

**3. Representations and Warranties**

- 3.1 Between the date of this Agreement and the date of termination of this Agreement, Lender hereby makes the following representations and warranties to Borrower:

Lender is a company duly organized and legally existing in accordance with the laws of the PRC;

Lender has the legal capacity to execute and perform this Agreement. The execution and performance by Lender of this Agreement is consistent with Lender's scope of business and the provisions of Lender's corporate bylaws and other organizational documents, and Lender has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement; and

This Agreement constitutes Lender's legal, valid and binding obligations, enforceable in accordance with its terms.

Between the date of this Agreement and the date of termination of this Agreement, Borrower hereby makes the following representations and warranties:

Borrower has the legal capacity to execute and perform this Agreement. Borrower has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement;

This Agreement constitutes Borrower's legal, valid and binding obligations enforceable in accordance with its terms; and

There are no disputes, litigations, arbitrations, administrative proceedings or any other legal proceedings relating to Borrower, nor are there any potential disputes, litigations, arbitrations, administrative proceedings or any other legal proceedings relating to Borrower.

#### **4. Borrower's Covenants**

As and when he becomes, and for so long as he remains a shareholder of Borrower Company, Borrower covenants irrevocably that during the term of this Agreement, Borrower shall cause Borrower Company:

to execute the Exclusive Option Agreement with Borrower and Lender, under which Borrower shall irrevocably grant Lender an exclusive option to purchase all of the Borrower Equity Interest; to execute an Exclusive Business Cooperation Agreement ("Exclusive Business Cooperation Agreement") with Lender (or a party designated by Lender), under which Lender (or a party designated by Lender), as an exclusive service provider, will provide Borrower Company with technical service and business consulting service; to enter into the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement on the date of issuance of the new business license of Borrower Company reflecting the completion of the acquisition and/or the increase of registered capital, and to complete all the related governmental approvals, registrations or filings (as applicable);

to strictly abide by the provisions of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement, and to refrain from any action/omission that may affect the effectiveness and enforceability of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement;

at the request of Lender (or a party designated by Lender), to execute contracts/agreements on business cooperation with Lender (or a party designated by Lender), and to strictly abide by such contracts/agreements;

to provide Lender with all of the information on its business operations and financial condition at Lender's request;

to immediately notify Lender of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to its assets, business or income;

at the request of Lender, to appoint any persons designated by Lender as directors and/or executive director of Borrower Company;

without Lender's prior written consent, not to supplement, change or amend its articles of association in any manner, increase or decrease its registered capital or change its share capital structure in any manner;

to maintain its corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;

without Lender's prior written consent, not to sell, transfer, mortgage or dispose of in any other manner its legal or beneficial interest in any of its assets, business or revenue at any time from the date of this Agreement, or permit the encumbrance of any other security interest thereon;

to operate its businesses in the ordinary course and to maintain the value of its assets;

without the prior written consent of Lender, not to execute any major contract, except for contracts in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB100,000 shall be deemed a major contract);

without the prior written consent of Lender, not to provide any person with any loan, credit or security;

to procure and maintain insurance from an insurance carrier acceptable to Lender, at an amount and type of coverage typical for companies that operate similar businesses;

without the prior written consent of Lender, not to merge, consolidate with, acquire, or invest in any person;

to maintain the ownership of all of its assets, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims; and

without the prior written consent of Lender, not to distribute dividends to shareholders, provided that upon Lender's written request, to distribute the distributable profits in whole or in part to its shareholders.

Borrower covenants that during the term of this Agreement, he shall:

ensure that the acquisition of equity interest of and/or the increase of registered capital of Borrower Company shall be completed and the Borrower Equity Interest to be held by Borrower within 60 days from the date of this Agreement according to the laws of China; Borrower Company shall be a limited liability company without foreign investment, in which Borrower shall hold 15%;

pay the capital contribution in full corresponding to the Borrower Equity Interest in accordance with the laws of China, and provide Lender with a capital contribution verification report regarding paid-in capital contributions from a qualified accounting firm;

endeavor to cause Borrower Company to engage in its current business;

execute an irrevocable Power of Attorney, which authorizes a legal or natural person designated by Lender to exercise all of Borrower's rights as a shareholder in Borrower Company, and refrain from exercising any such shareholder rights except to the extent required under this Agreement or the Share Pledge Agreement (hereinafter Section .6) or as requested by Lender;

execute the Exclusive Option Agreement with Lender and Borrower Company, under which Borrower shall irrevocably grant to Lender an exclusive option to purchase all of the Borrower Equity Interest;

execute a Share Pledge Agreement (the "Share Pledge Agreement") with Lender's designee and Borrower Company, under which Borrower shall pledge the Borrower Equity Interest to Lender's designee;

to strictly abide by the provisions of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement, and to refrain from any action/omission that may affect the effectiveness and enforceability of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement;

enter into the aforementioned Power of Attorney, Exclusive Option Agreement and Share Pledge Agreement on the date of the issuance of the new business license of Borrower Company, and complete all the related governmental approvals, registrations or filings (as applicable);

abide by the provisions of this Agreement, the Power of Attorney, the Share Pledge Agreement and the Exclusive Option Agreement, perform his obligations under this Agreement, the Power of Attorney, the Share Pledge Agreement and the Exclusive Option Agreement, and refrain from any action/omission that may affect the effectiveness and enforceability of this Agreement, the Power of Attorney, the Share Pledge Agreement and the Exclusive Option Agreement;

not sell, transfer, mortgage or dispose of in any other manner the legal or beneficial interest in Borrower Equity Interest, or allow the encumbrance thereon of any security interest or the encumbrance, except in accordance with the Share Pledge Agreement;

cause any shareholders' meeting and/or the board of directors and/or executive director of Borrower Company not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except to Lender or Lender's designated person;

cause any shareholders' meeting and/or the board of directors and/or executive director of the Borrower Company not to approve the merger or consolidation of Borrower Company with any person, or its acquisition of or investment in any person, without the prior written consent of Lender;

immediately notify Lender of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Borrower Equity Interest;

to the extent necessary to maintain his ownership of the Borrower Equity Interest, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defense against all claims;

without the prior written consent of Lender, refrain from any action/omission that may have a material impact on the assets, business and liabilities of Borrower Company;

to the extent permitted by the laws of China, at the request of Lender at any time, promptly and unconditionally transfer all of Borrower Equity Interest to Lender or Lender's designated representative(s) at any time, and cause the other shareholders of Borrower Company to waive their right of first refusal with respect to the share transfer described in this Section;

to the extent permitted by the laws of China, at the request of Lender at any time, cause the other shareholders of Borrower Company to transfer all of their equity interest to Lender or Lender's designated representative(s), and Borrower hereby waives his right of first refusal (if any) with respect to the share transfer described in this Section;

in the event that Lender purchases Borrower Equity Interest from Borrower in accordance with the provisions of the Exclusive Option Agreement, use such purchase price obtained thereby to repay the Loan to Lender; and

without the prior written consent of Lender, not to cause Borrower Company to supplement, change, or amend its articles of association in any manner, increase or decreases its registered capital or change its share capital structure in any manner.

## **5. Liability for Default**

In the event either Party breaches this Agreement or otherwise causes the non-performance of this Agreement in part or in whole, the Party shall be liable for such breach and shall compensate all damages (including litigation and attorneys fees) resulting therefrom. In the event that both Parties breach this Agreement, each Party shall be liable for its respective breach.

In the event that Borrower fails to perform the repayment obligations set forth in this Agreement, Borrower shall pay overdue interest of 0.01% per day for the outstanding payment, until the day Borrower repays the full principal of the Loan, overdue interests and other payable amounts.

## **6. Notices**

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery.

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

For the purpose of notices, the addresses of the Parties are as follows:

**Lender:** 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

Attn: yan yan chun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: yanyc@e-future.com.cn

**Borrower:** Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

Attn: Zhang xuejun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zhangxj@e-future.com.cn

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

## **7. Confidentiality**

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. The Parties shall maintain the confidentiality of all such information, and without the written consent of other Party, either Party shall not disclose any relevant information to any third party, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

## **8. Governing Law and Resolution of Disputes**

- 8.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes shall be governed by the laws of China.
- 8.2 In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all parties.
- 8.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## **9. Miscellaneous**

- 9.1 This Agreement shall become effective on the date thereof, and shall expire upon the date of full performance by the Parties of their respective obligations under this Agreement.
- 9.2 This Agreement shall be written in both Chinese and English language in two copies, each Party having one copy with equal legal validity. In case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.
- 9.3 This Agreement may be amended or supplemented through written agreement by and between the Parties. Such written amendment agreement and/or supplementary agreement executed by and between the Parties are an integral part of this Agreement, and shall have the same legal validity as this Agreement.
- 9.4 In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.
- 9.5 The attachments (if any) to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

IN WITNESS WHEREOF, the Parties have executed, or caused their authorized representatives to execute, this Loan Agreement as of the date first above written.

### **Party A: e-Future (Beijing) Information Technology Inc.**

By: /s/ Yan Yanchun

Name: Yan Yanchun

Title: Legal Representative

### **Borrower:**

By: /s/ Zhang Xuejun

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**Loan Agreement**

This Loan Agreement (this "Agreement") is made and entered into by and between the parties below as of the 18/01, 2011 in Beijing, the People's Republic of China ("China" or the "PRC"):

**eFuture (Beijing) Information Technology Inc.** ("Lender"), a company organized and existing under the laws of the PRC, with its address at 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Zou hongjun** ("Borrower"), a Chinese citizen with Chinese identification No.: 510212196804100319, whose address is at 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

Each of Lender and Borrower shall be hereinafter referred to as a "Party" respectively, and as the "Parties" collectively.

**Whereas**, Lender intends to provide Borrower with a loan to be used for the purpose set forth under this Agreement. After friendly consultation, the Parties agree as follows:

**1. Loan**

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 According to the terms and conditions of this Agreement, Lender agrees to provide a loan equivalent to the amount of RMB1,350,000 (the "Loan") to Borrower, and the Loan will be provided in a lump sum basis or by several installments in accordance with the amount specified in the written notice from the Borrower. The term of the Loan shall be ten (10) years from the date of this Agreement, which may be extended upon mutual written consent of the Parties. During the term of the Loan or the extended term of the Loan, Borrower shall immediately repay the full amount of the Loan in the event any one or more of the following circumstances occur:

30 days elapse after Borrower receives written notice from Lender requesting repayment of the Loan;

Borrower's death, lack or limitation of civil capacity;

Borrower ceases (for any reason) to be an employee of Lender or its affiliated entity, or ceases to be a shareholder of the Borrower Company (as defined below);

Borrower engages in criminal act or is involved in criminal activities;

Any third party filed a claim against Borrower that exceeds RMB200,000; or

Lender determine to exercises the exclusive option under the Exclusive Option Agreement (the "Exclusive Option Agreement") described in Sections 4.1.1 and .5 of this Agreement.

Lender agrees to remit the Loan to the account designated by Borrower within 20 days after receiving a written notification specified the amount of the Loan from the Borrower regarding the same, provided that all the conditions precedent in Section 2 are fulfilled. Borrower shall provide Lender with a written receipt for the Loan upon receiving the Loan. The Loan provided by Lender under this Agreement shall inure to Borrower's benefit only and not to Borrower's successors or assigns.

Borrower agrees to accept the aforementioned Loan provided by Lender, and hereby agrees and warrants using the Loan to provide capital for acquiring and holding certain percentage of equity interest of Beijing Changshengtiandi Ecommerce Co., Ltd. ("Borrower Company") or the increase of registered capital of the Borrower Company. After such acquisition and/or increase of the registered capital, Borrower therefore shall be Borrower Company's shareholder and shall own 90% of the equity interests in Borrower Company (Such 90% equity interests, hereinafter referred to as the "Borrower Equity Interest"). Borrower agrees to complete the acquisition and/or increase of registered capital of Borrower Company and to hold Borrower Equity Interest within 60 days from the date of this Agreement, and provide Lender with all of the duplicates of the registration documents at the government department for industry and commerce, business licenses, and articles of association. Without Lender's prior written consent, Borrower shall not use the Loan for any purpose other than as set forth herein.

**2. Conditions Precedent**

The obligation of Lender to provide the Loan to Borrower contemplated in Section 1.1 shall be subject to the satisfaction of the following conditions, unless waived in writing by Lender.

- 2.1 Lender receives the written notification for drawdown under the Loan sent by Borrower according to Section 1.2.
- 2.2 All the representations and warranties by Borrower in Section 3.2 are true, complete, correct and not misleading.
- 2.3 Borrower has not violated the covenants in Section 4 of this Agreement, and no event which may affect Borrower's performance of its obligations under this Agreement has occurred or is expected to occur.

**3. Representations and Warranties**

- 3.1 Between the date of this Agreement and the date of termination of this Agreement, Lender hereby makes the following representations and warranties to Borrower:

Lender is a company duly organized and legally existing in accordance with the laws of the PRC;

Lender has the legal capacity to execute and perform this Agreement. The execution and performance by Lender of this Agreement is consistent with Lender's scope of business and the provisions of Lender's corporate bylaws and other organizational documents, and Lender has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement; and

This Agreement constitutes Lender's legal, valid and binding obligations, enforceable in accordance with its terms.

Between the date of this Agreement and the date of termination of this Agreement, Borrower hereby makes the following representations and warranties:



Borrower has the legal capacity to execute and perform this Agreement. Borrower has obtained all necessary and proper approvals and authorizations for the execution and performance of this Agreement;

This Agreement constitutes Borrower's legal, valid and binding obligations enforceable in accordance with its terms; and

There are no disputes, litigations, arbitrations, administrative proceedings or any other legal proceedings relating to Borrower, nor are there any potential disputes, litigations, arbitrations, administrative proceedings or any other legal proceedings relating to Borrower.

#### **4. Borrower's Covenants**

As and when he becomes, and for so long as he remains a shareholder of Borrower Company, Borrower covenants irrevocably that during the term of this Agreement, Borrower shall cause Borrower Company:

to execute the Exclusive Option Agreement with Borrower and Lender, under which Borrower shall irrevocably grant Lender an exclusive option to purchase all of the Borrower Equity Interest; to execute an Exclusive Business Cooperation Agreement ("Exclusive Business Cooperation Agreement") with Lender (or a party designated by Lender), under which Lender (or a party designated by Lender), as an exclusive service provider, will provide Borrower Company with technical service and business consulting service; to enter into the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement on the date of issuance of the new business license of Borrower Company reflecting the completion of the acquisition and/or the increase of registered capital, and to complete all the related governmental approvals, registrations or filings (as applicable);

to strictly abide by the provisions of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement, and to refrain from any action/omission that may affect the effectiveness and enforceability of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement;

at the request of Lender (or a party designated by Lender), to execute contracts/agreements on business cooperation with Lender (or a party designated by Lender), and to strictly abide by such contracts/agreements;

to provide Lender with all of the information on its business operations and financial condition at Lender's request;

to immediately notify Lender of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to its assets, business or income;

at the request of Lender, to appoint any persons designated by Lender as directors and/or executive director of Borrower Company;

without Lender's prior written consent, not to supplement, change or amend its articles of association in any manner, increase or decrease its registered capital or change its share capital structure in any manner;

to maintain its corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;

without Lender's prior written consent, not to sell, transfer, mortgage or dispose of in any other manner its legal or beneficial interest in any of its assets, business or revenue at any time from the date of this Agreement, or permit the encumbrance of any other security interest thereon;

to operate its businesses in the ordinary course and to maintain the value of its assets;

without the prior written consent of Lender, not to execute any major contract, except for contracts in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB100,000 shall be deemed a major contract);

without the prior written consent of Lender, not to provide any person with any loan, credit or security;

to procure and maintain insurance from an insurance carrier acceptable to Lender, at an amount and type of coverage typical for companies that operate similar businesses;

without the prior written consent of Lender, not to merge, consolidate with, acquire, or invest in any person;

to maintain the ownership of all of its assets, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims; and

without the prior written consent of Lender, not to distribute dividends to shareholders, provided that upon Lender's written request, to distribute the distributable profits in whole or in part to its shareholders.

Borrower covenants that during the term of this Agreement, he shall:

ensure that the acquisition of equity interest of and/or the increase of registered capital of Borrower Company shall be completed and the Borrower Equity Interest to be held by Borrower within 60 days from the date of this Agreement according to the laws of China; Borrower Company shall be a limited liability company without foreign investment, in which Borrower shall hold 15%;

pay the capital contribution in full corresponding to the Borrower Equity Interest in accordance with the laws of China, and provide Lender with a capital contribution verification report regarding paid-in capital contributions from a qualified accounting firm;

endeavor to cause Borrower Company to engage in its current business;

execute an irrevocable Power of Attorney, which authorizes a legal or natural person designated by Lender to exercise all of Borrower's rights as a shareholder in Borrower Company, and refrain from exercising any such shareholder rights except to the extent required under this Agreement or the Share Pledge Agreement (hereinafter Section .6) or as requested by Lender;

execute the Exclusive Option Agreement with Lender and Borrower Company, under which Borrower shall irrevocably grant to Lender an exclusive option to purchase all of the Borrower Equity Interest;

execute a Share Pledge Agreement (the "Share Pledge Agreement") with Lender's designee and Borrower Company, under which Borrower shall pledge the Borrower Equity Interest to Lender's designee;

to strictly abide by the provisions of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement, and to refrain from any action/omission that may affect the effectiveness and enforceability of the Exclusive Option Agreement and the Exclusive Business Cooperation Agreement;

enter into the aforementioned Power of Attorney, Exclusive Option Agreement and Share Pledge Agreement on the date of the issuance of the new business license of Borrower Company, and complete all the related governmental approvals, registrations or filings (as applicable);

abide by the provisions of this Agreement, the Power of Attorney, the Share Pledge Agreement and the Exclusive Option Agreement, perform his obligations under this Agreement, the Power of Attorney, the Share Pledge Agreement and the Exclusive Option Agreement, and refrain from any action/omission that may affect the effectiveness and enforceability of this Agreement, the Power of Attorney, the Share Pledge Agreement and the Exclusive Option Agreement;

not sell, transfer, mortgage or dispose of in any other manner the legal or beneficial interest in Borrower Equity Interest, or allow the encumbrance thereon of any security interest or the encumbrance, except in accordance with the Share Pledge Agreement;

cause any shareholders' meeting and/or the board of directors and/or executive director of Borrower Company not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in Borrower Equity Interest, or allow the encumbrance thereon of any security interest, except to Lender or Lender's designated person;

cause any shareholders' meeting and/or the board of directors and/or executive director of the Borrower Company not to approve the merger or consolidation of Borrower Company with any person, or its acquisition of or investment in any person, without the prior written consent of Lender;

immediately notify Lender of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Borrower Equity Interest;

to the extent necessary to maintain his ownership of the Borrower Equity Interest, execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defense against all claims;

without the prior written consent of Lender, refrain from any action/omission that may have a material impact on the assets, business and liabilities of Borrower Company;

to the extent permitted by the laws of China, at the request of Lender at any time, promptly and unconditionally transfer all of Borrower Equity Interest to Lender or Lender's designated representative(s) at any time, and cause the other shareholders of Borrower Company to waive their right of first refusal with respect to the share transfer described in this Section;

to the extent permitted by the laws of China, at the request of Lender at any time, cause the other shareholders of Borrower Company to transfer all of their equity interest to Lender or Lender's designated representative(s), and Borrower hereby waives his right of first refusal (if any) with respect to the share transfer described in this Section;

in the event that Lender purchases Borrower Equity Interest from Borrower in accordance with the provisions of the Exclusive Option Agreement, use such purchase price obtained thereby to repay the Loan to Lender; and

without the prior written consent of Lender, not to cause Borrower Company to supplement, change, or amend its articles of association in any manner, increase or decreases its registered capital or change its share capital structure in any manner.

## **5. Liability for Default**

In the event either Party breaches this Agreement or otherwise causes the non-performance of this Agreement in part or in whole, the Party shall be liable for such breach and shall compensate all damages (including litigation and attorneys fees) resulting therefrom. In the event that both Parties breach this Agreement, each Party shall be liable for its respective breach.

In the event that Borrower fails to perform the repayment obligations set forth in this Agreement, Borrower shall pay overdue interest of 0.01% per day for the outstanding payment, until the day Borrower repays the full principal of the Loan, overdue interests and other payable amounts.

## **6. Notices**

All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery.

Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

For the purpose of notices, the addresses of the Parties are as follows:

**Lender:** 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

Attn: yan yan chun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: yanyc@e-future.com.cn

**Borrower:** Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

Attn: Zou hongjun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zouhj@e-future.com.cn

Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

## **7. Confidentiality**

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. The Parties shall maintain the confidentiality of all such information, and without the written consent of other Party, either Party shall not disclose any relevant information to any third party, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This section shall survive the termination of this Agreement for any reason.

## **8. Governing Law and Resolution of Disputes**

- 8.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes shall be governed by the laws of China.
- 8.2 In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Party for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all parties.
- 8.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## **9. Miscellaneous**

- 9.1 This Agreement shall become effective on the date thereof, and shall expire upon the date of full performance by the Parties of their respective obligations under this Agreement.
- 9.2 This Agreement shall be written in both Chinese and English language in two copies, each Party having one copy with equal legal validity. In case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.
- 9.3 This Agreement may be amended or supplemented through written agreement by and between the Parties. Such written amendment agreement and/or supplementary agreement executed by and between the Parties are an integral part of this Agreement, and shall have the same legal validity as this Agreement.
- 9.4 In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.
- 9.5 The attachments (if any) to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

IN WITNESS WHEREOF, the Parties have executed, or caused their authorized representatives to execute, this Loan Agreement as of the date first above written.

### **Party A: e-Future (Beijing) Information Technology Inc.**

By: /s/ Yan Yanchun

Name: Yan Yanchun

Title: Legal Representative

### **Borrower:**

By: /s/ Zou Hongjun

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## Share Pledge Agreement

This Exclusive Option Agreement (this "Agreement") is executed by and among the Parties below as of 18/01, 2011 in Beijing, the People's Republic of China ("China" or the "PRC"):

**Party A: e-Future (Beijing) Information Technology Inc. (hereinafter "Pledgee")**

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Party B: Zhang xuejun (hereinafter "Pledgor")**

ID No.: 510226196412090375

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Party C: Beijing Changshengtiandi Ecommerce Co., Ltd.**

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

In this Agreement, each of Party A, Party B and Party C shall be referred to as a "Party" respectively, and they shall be collectively referred to as the "Parties".

Whereas:

Party B is a shareholder of Party C and holds certain percentage of the equity interest in Party C;

Party A and Party B executed a Loan Agreement on 18/01, 2011 (the "Loan Agreement").

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

**1. Sale and Purchase of Equity Interest****1.1 Option Granted**

In consideration of the payment of RMB10.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the equity interests in Party C then held by Party B (regardless whether Party B's capital contribution to Party C and/or percentage of shareholding in Party C is changed or not in the future) once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Equity Interest Purchase Option"). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

**1.2 Steps for Exercise of Equity Interest Purchase Option**

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "Equity Interest Purchase Option Notice"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "Optioned Interests"); and (c) the date for purchasing the Optioned Interests.

**1.3 Equity Interest Purchase Price**

Unless an appraisal is required by the laws of China applicable to the Equity Interest Purchase Option when exercised by Party A, the purchase price of the Optioned Interests (the "Equity Interest Purchase Price") shall equivalent to the Loan under the Loan Agreement or shall be the sum agreed by the Parties.

**1.4 Transfer of Optioned Interests**

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 Party B shall cause Party C to promptly convene a shareholders meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);
- 1.4.2 Party B shall execute a share transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;
- 1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents, obtain all necessary government licenses and permits and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and Party B's Share Pledge Agreement. "Party B's Share Pledge Agreement" as used in this Section and this Agreement shall refer to the Share Pledge Agreement executed by and among Party B, the Designee(s) and Party C as of the date hereof, whereby Party B pledges all of its equity interests in Party C to the Designee(s), in order to guarantee Party C's performance of its obligations under the Exclusive Business Corporation Agreement executed by and between Party C and the Designee(s).

**1.5 Payment of the Equity Interest Purchase Price**

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may elect to make payment of the Equity Interest Purchase Price through cancellation of the outstanding amount of the loan owed by Party B to Party A, in which case Party A shall not be required to pay any additional Equity Interest Purchase Price to Party B.

**2. Covenants****2.1 Covenants regarding Party C**

Party B (as a shareholder of Party C) and Party C hereby covenant as follows:

- 2.1.1 Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;
- 2.1.2 They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;
- 2.1.3 Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenues of Party C, or allow the encumbrance thereon of any security interest;
- 2.1.4 Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 2.1.5 They shall always operate all of Party C's businesses during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;
- 2.1.6 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a major contract);
- 2.1.7 Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit;
- 2.1.8 They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person;
- 2.1.11 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue;
- 2.1.12 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.1.13 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders; and
- 2.1.14 At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C.

## 2.2 Covenants of Party B and Party C

Party B hereby covenants as follows:

- 2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;
- 2.2.2 Party B shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;
- 2.2.3 Party B shall cause the shareholders' meeting or the board of directors of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person, without the prior written consent of Party A;
- 2.2.4 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 Party B shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- 2.2.6 To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.2.7 Party B shall appoint any designee of Party A as director of Party C, at the request of Party A;
- 2.2.8 At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in Party C to Party A's Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and cause the other existing shareholder to waive their right of first refusal (if any) to the share transfer by Party B (if any); and
- 2.2.9 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A or the Designee(s), perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Share Pledge Agreement or under the Power of Attorney granted in favor of the Designee(s), Party B shall not exercise such rights except in accordance with the written instructions of Party A or the Designee(s).

## 3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 They have the authority to execute and deliver this Agreement and any share transfer contracts to which they are a party concerning the Optioned Interests to be transferred thereunder (each, a "Transfer Contracts"), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- 3.2 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
- 3.3 Party B has a good and merchantable title to the equity interests in Party C he holds. Except for Party B's Share Pledge Agreement, Party B has not placed any security interest on such equity interests;
- 3.4 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;
- 3.5 Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 3.6 Party C has complied with all laws and regulations of China applicable to asset acquisitions; and
- 3.7 There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

#### **4. Effective Date**

This Agreement shall become effective upon the date hereof, and remain effective for a term of 10 years, and may be renewed for an additional 10 years at Party A's election.

#### **5. Governing Law and Resolution of Disputes**

##### **5.1 Governing law**

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

##### **5.2 Methods of Resolution of Disputes**

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

#### **6. Taxes and Fees**

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

#### **7. Notices**

- 7.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
  - 7.1.1 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.
  - 7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).
- 7.2 For the purpose of notices, the addresses of the Parties are as follows:

**Party A** Address: 8/F Topnew Tower, 15 Guanghai Road, Cuaoyang District, Beijing 100026, China

Attn: yan yan chun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: yanyc@e-future.com.cn

**Party B** Address: 8/F Topnew Tower, 15 Guanghai Road, Cuaoyang District, Beijing 100026, China

Attn: Zhang Xuejun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zhangxj@e-future.com.cn

**Party C** Address: 8/F Topnew Tower,15 Guanghua Road, Cuaoyang District,Beijing 100026,China

Attn: zou hong jun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zouhj@e-future.com.cn

7.3 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

## **8. Confidentiality**

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

## **9. Further Warranties**

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

## **10. Miscellaneous**

### **10.1 Amendment, change and supplement**

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

### **10.2 Entire agreement**

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supercede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

### **10.3 Headings**

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

### **10.4 Language**

BThis Agreement is written in both Chinese and English language in three copies, each Party having one copy with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

### **10.5 Severability**

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

### **10.6 Successors**

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

### **10.7 Survival**

10.7. Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall  
1 survive the expiration or early termination thereof.

10.7. The provisions of Sections 5, 7, 8 and this Section 10.7 shall survive the termination of this Agreement.  
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### **10.8 Waivers**

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

IN WITNESS WHEREOF, the Parties have executed, or caused their authorized representatives to execute, this Share Pledge Agreement as of the date first above written.

**Party A: eFuture (Beijing) Information Technology Inc.**

By: /s/ Yan Yanchun

Name: Yan Yanchun

Title: Legal Representative

**Party B: Zhang xuejun**

By: /s/ Zhang xuejun

**Party C: Beijing Changshengtiandi Ecommerce Co., Ltd.**

By: /s/ Zhang Xuejun

Name: Zou Hongjun

Title: Legal Representative

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## Share Pledge Agreement

This Exclusive Option Agreement (this "Agreement") is executed by and among the Parties below as of 18/01, 2011 in Beijing, the People's Republic of China ("China" or the "PRC"):

**Party A: e-Future (Beijing) Information Technology Inc. (hereinafter "Pledgee")**

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Party B: Zou hongjun (hereinafter "Pledgor")**

ID No.: 510212196804100319

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Party C: Beijing Changshengtiandi Ecommerce Co., Ltd.**

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

In this Agreement, each of Party A, Party B and Party C shall be referred to as a "Party" respectively, and they shall be collectively referred to as the "Parties".

Whereas:

Party B is a shareholder of Party C and holds certain percentage of the equity interest in Party C;

Party A and Party B executed a Loan Agreement on 18/01, 2011 (the "Loan Agreement").

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

**1. Sale and Purchase of Equity Interest****1.1 Option Granted**

In consideration of the payment of RMB10.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the equity interests in Party C then held by Party B (regardless whether Party B's capital contribution to Party C and/or percentage of shareholding in Party C is changed or not in the future) once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Equity Interest Purchase Option"). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

**1.2 Steps for Exercise of Equity Interest Purchase Option**

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "Equity Interest Purchase Option Notice"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "Optioned Interests"); and (c) the date for purchasing the Optioned Interests.

**1.3 Equity Interest Purchase Price**

Unless an appraisal is required by the laws of China applicable to the Equity Interest Purchase Option when exercised by Party A, the purchase price of the Optioned Interests (the "Equity Interest Purchase Price") shall equivalent to the Loan under the Loan Agreement or shall be the sum agreed by the Parties.

**1.4 Transfer of Optioned Interests**

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 Party B shall cause Party C to promptly convene a shareholders meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);
- 1.4.2 Party B shall execute a share transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;
- 1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents, obtain all necessary government licenses and permits and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and Party B's Share Pledge Agreement. "Party B's Share Pledge Agreement" as used in this Section and this Agreement shall refer to the Share Pledge Agreement executed by and among Party B, the Designee(s) and Party C as of the date hereof, whereby Party B pledges all of its equity interests in Party C to the Designee(s), in order to guarantee Party C's performance of its obligations under the Exclusive Business Corporation Agreement executed by and between Party C and the Designee(s).

**1.5 Payment of the Equity Interest Purchase Price**

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may elect to make payment of the Equity Interest Purchase Price through cancellation of the outstanding amount of the loan owed by Party B to Party A, in which case Party A shall not be required to pay any additional Equity Interest Purchase Price to Party B.

**2. Covenants****2.1 Covenants regarding Party C**

Party B (as a shareholder of Party C) and Party C hereby covenant as follows:

- 2.1.1 Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;
- 2.1.2 They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;
- 2.1.3 Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenues of Party C, or allow the encumbrance thereon of any security interest;
- 2.1.4 Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 2.1.5 They shall always operate all of Party C's businesses during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;
- 2.1.6 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a major contract);
- 2.1.7 Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit;
- 2.1.8 They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person;
- 2.1.11 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue;
- 2.1.12 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.1.13 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders; and
- 2.1.14 At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C.

## 2.2 Covenants of Party B and Party C

Party B hereby covenants as follows:

- 2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;
- 2.2.2 Party B shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;
- 2.2.3 Party B shall cause the shareholders' meeting or the board of directors of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person, without the prior written consent of Party A;
- 2.2.4 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 Party B shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- 2.2.6 To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.2.7 Party B shall appoint any designee of Party A as director of Party C, at the request of Party A;
- 2.2.8 At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in Party C to Party A's Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and cause the other existing shareholder to waive their right of first refusal (if any) to the share transfer by Party B (if any); and
- 2.2.9 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A or the Designee(s), perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Share Pledge Agreement or under the Power of Attorney granted in favor of the Designee(s), Party B shall not exercise such rights except in accordance with the written instructions of Party A or the Designee(s).

## 3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 They have the authority to execute and deliver this Agreement and any share transfer contracts to which they are a party concerning the Optioned Interests to be transferred thereunder (each, a "Transfer Contracts"), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- 3.2 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
- 3.3 Party B has a good and merchantable title to the equity interests in Party C he holds. Except for Party B's Share Pledge Agreement, Party B has not placed any security interest on such equity interests;
- 3.4 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;
- 3.5 Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 3.6 Party C has complied with all laws and regulations of China applicable to asset acquisitions; and
- 3.7 There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

#### **4. Effective Date**

This Agreement shall become effective upon the date hereof, and remain effective for a term of 10 years, and may be renewed for an additional 10 years at Party A's election.

#### **5. Governing Law and Resolution of Disputes**

##### **5.1 Governing law**

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

##### **5.2 Methods of Resolution of Disputes**

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

#### **6. Taxes and Fees**

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

#### **7. Notices**

- 7.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
  - 7.1.1 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.
  - 7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).
- 7.2 For the purpose of notices, the addresses of the Parties are as follows:

**Party A** Address: 8/F Topnew Tower, 15 Guanghai Road, Cuaoyang District, Beijing 100026, China

Attn: yan yan chun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: yanyc@e-future.com.cn

**Party B** Address: 8/F Topnew Tower, 15 Guanghai Road, Cuaoyang District, Beijing 100026, China

Attn: Zou Hongjun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zouhj@e-future.com.cn

**Party C Address:** 8/F Topnew Tower,15 Guanghua Road, Cuaoyang District,Beijing 100026,China

Attn: zou hong jun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zouhj@e-future.com.cn

7.3 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

## **8. Confidentiality**

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

## **9. Further Warranties**

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

## **10. Miscellaneous**

### **10.1 Amendment, change and supplement**

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

### **10.2 Entire agreement**

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supercede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

### **10.3 Headings**

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

### **10.4 Language**

BThis Agreement is written in both Chinese and English language in three copies, each Party having one copy with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

### **10.5 Severability**

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

### **10.6 Successors**

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

### **10.7 Survival**

10.7. Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall  
1 survive the expiration or early termination thereof.

10.7. The provisions of Sections 5, 7, 8 and this Section 10.7 shall survive the termination of this Agreement.  
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### **10.8 Waivers**

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

IN WITNESS WHEREOF, the Parties have executed, or caused their authorized representatives to execute, this Share Pledge Agreement as of the date first above written.

**Party A: eFuture (Beijing) Information Technology Inc.**

By: /s/ Yan Yanchun

Name: Yan Yanchun

Title: Legal Representative

**Party B: Zou hongjun**

By: /s/ Zou Hongjun

**Party C: Beijing Changshengtiandi Ecommerce Co., Ltd.**

By: /s/ Zou Hongjun

Name: Zou Hongjun

Title: Legal Representative

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## Exclusive Option Agreement

This Exclusive Option Agreement (this "Agreement") is executed by and among the Parties below as of 18/01, 2011 in Beijing, the People's Republic of China ("China" or the "PRC"):

**Party A: e-Future (Beijing) Information Technology Inc. (hereinafter "Pledgee")**

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Party B: Zhang xuejun (hereinafter "Pledgor")**

ID No.: 510226196412090375

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Party C: Beijing Changshengtiandi Ecommerce Co., Ltd.**

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

In this Agreement, each of Party A, Party B and Party C shall be referred to as a "Party" respectively, and they shall be collectively referred to as the "Parties".

Whereas:

Party B is a shareholder of Party C and holds certain percentage of the equity interest in Party C;

Party A and Party B executed a Loan Agreement on 18/01, 2011 (the "Loan Agreement").

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

### 1. Sale and Purchase of Equity Interest

#### 1.1 Option Granted

In consideration of the payment of RMB10.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the equity interests in Party C then held by Party B (regardless whether Party B's capital contribution to Party C and/or percentage of shareholding in Party C is changed or not in the future) once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Equity Interest Purchase Option"). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

#### 1.2 Steps for Exercise of Equity Interest Purchase Option

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "Equity Interest Purchase Option Notice"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "Optioned Interests"); and (c) the date for purchasing the Optioned Interests.

#### 1.3 Equity Interest Purchase Price

Unless an appraisal is required by the laws of China applicable to the Equity Interest Purchase Option when exercised by Party A, the purchase price of the Optioned Interests (the "Equity Interest Purchase Price") shall be equivalent to the Loan under the Loan Agreement or shall be the sum agreed by the Parties.

#### 1.4 Transfer of Optioned Interests

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 Party B shall cause Party C to promptly convene a shareholders meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);
- 1.4.2 Party B shall execute a share transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;
- 1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents, obtain all necessary government licenses and permits and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and Party B's Share Pledge Agreement. "Party B's Share Pledge Agreement" as used in this Section and this Agreement shall refer to the Share Pledge Agreement executed by and among Party B, the Designee(s) and Party C as of the date hereof, whereby Party B pledges all of its equity interests in Party C to the Designee(s), in order to guarantee Party C's performance of its obligations under the Exclusive Business Corporation Agreement executed by and between Party C and the Designee(s).

#### 1.5 Payment of the Equity Interest Purchase Price

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may elect to make payment of the Equity Interest Purchase Price through cancellation of the outstanding amount of the loan owed by Party B to Party A, in which case Party A shall not be required to pay any additional Equity Interest Purchase Price to Party B.

### 2. Covenants

#### 2.1 Covenants regarding Party C

Party B (as a shareholder of Party C) and Party C hereby covenant as follows:

- 2.1.1 Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;
- 2.1.2 They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;
- 2.1.3 Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenues of Party C, or allow the encumbrance thereon of any security interest;
- 2.1.4 Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 2.1.5 They shall always operate all of Party C's businesses during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;
- 2.1.6 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a major contract);
- 2.1.7 Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit;
- 2.1.8 They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person;
- 2.1.11 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue;
- 2.1.12 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.1.13 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders; and
- 2.1.14 At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C.

## 2.2 Covenants of Party B and Party C

Party B hereby covenants as follows:

- 2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;
- 2.2.2 Party B shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;
- 2.2.3 Party B shall cause the shareholders' meeting or the board of directors of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person, without the prior written consent of Party A;
- 2.2.4 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 Party B shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- 2.2.6 To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.2.7 Party B shall appoint any designee of Party A as director of Party C, at the request of Party A;
- 2.2.8 At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in Party C to Party A's Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and cause the other existing shareholder to waive their right of first refusal (if any) to the share transfer by Party B (if any); and
- 2.2.9 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A or the Designee(s), perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Share Pledge Agreement or under the Power of Attorney granted in favor of the Designee(s), Party B shall not exercise such rights except in accordance with the written instructions of Party A or the Designee(s).

## 3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 They have the authority to execute and deliver this Agreement and any share transfer contracts to which they are a party concerning the Optioned Interests to be transferred thereunder (each, a "Transfer Contracts"), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- 3.2 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
- 3.3 Party B has a good and merchantable title to the equity interests in Party C he holds. Except for Party B's Share Pledge Agreement, Party B has not placed any security interest on such equity interests;
- 3.4 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;
- 3.5 Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 3.6 Party C has complied with all laws and regulations of China applicable to asset acquisitions; and
- 3.7 There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

#### **4. Effective Date**

This Agreement shall become effective upon the date hereof, and remain effective for a term of 10 years, and may be renewed for an additional 10 years at Party A's election.

#### **5. Governing Law and Resolution of Disputes**

##### **5.1 Governing law**

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

##### **5.2 Methods of Resolution of Disputes**

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

#### **6. Taxes and Fees**

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

#### **7. Notices**

- 7.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
  - 7.1.1 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.
  - 7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).
- 7.2 For the purpose of notices, the addresses of the Parties are as follows:

**Party A** Address: 8/F Topnew Tower, 15 Guanghai Road, Cuaoyang District, Beijing 100026, China

Attn: yan yan chun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: yanyc@e-future.com.cn

**Party B** Address: 8/F Topnew Tower, 15 Guanghai Road, Cuaoyang District, Beijing 100026, China



Attn: Zhang Xuejun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zhangxj@e-future.com.cn

**Party C** Address: 8/F Topnew Tower,15 Guanghua Road, Cuaoyang District,Beijing 100026,China

Attn: zou hong jun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zouhj@e-future.com.cn

7.3 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

## **8. Confidentiality**

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

## **9. Further Warranties**

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

## **10. Miscellaneous**

### **10.1 Amendment, change and supplement**

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

### **10.2 Entire agreement**

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supercede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

### **10.3 Headings**

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

### **10.4 Language**

BThis Agreement is written in both Chinese and English language in three copies, each Party having one copy with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chineseversion shall prevail.

### **10.5 Severability**

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

### **10.6 Successors**

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

### **10.7 Survival**

10.7. Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall  
1 survive the expiration or early termination thereof.

10.7. The provisions of Sections 5, 7, 8 and this Section 10.7 shall survive the termination of this Agreement.  
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### **10.8 Waivers**

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

IN WITNESS WHEREOF, the Parties have executed, or caused their authorized representatives to execute, this Share Pledge Agreement as of the date first above written.

**Party A: eFuture (Beijing) Information Technology Inc.**

By: /s/ Yan Yanchun

Name: Yan Yanchun

Title: Legal Representative

**Party B: Zhang xuejun**

By: /s/ Zhang xuejun

**Party C: Beijing Changshengtiandi Ecommerce Co., Ltd.**

By: /s/ Zou Hongjun

Name: Zou Hongjun

Title: Legal Representative

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## Exclusive Option Agreement

This Exclusive Option Agreement (this "Agreement") is executed by and among the Parties below as of 18/01, 2011 in Beijing, the People's Republic of China ("China" or the "PRC"):

**Party A: e-Future (Beijing) Information Technology Inc. (hereinafter "Pledgee")**

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Party B: Zou hongjun (hereinafter "Pledgor")**

ID No.: 510212196804100319

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

**Party C: Beijing Changshengtiandi Ecommerce Co., Ltd.**

Address: 8/F Topnew Tower, 15 Guanghua Road, Cuaoyang District, Beijing 100026, China

In this Agreement, each of Party A, Party B and Party C shall be referred to as a "Party" respectively, and they shall be collectively referred to as the "Parties".

Whereas:

Party B is a shareholder of Party C and holds certain percentage of the equity interest in Party C;

Party A and Party B executed a Loan Agreement on 18/01, 2011 (the "Loan Agreement").

Now therefore, upon mutual discussion and negotiation, the Parties have reached the following agreement:

### 1. Sale and Purchase of Equity Interest

#### 1.1 Option Granted

In consideration of the payment of RMB10.00 by Party A, the receipt and adequacy of which is hereby acknowledged by Party B, Party B hereby irrevocably grants Party A an irrevocable and exclusive right to purchase, or designate one or more persons (each, a "Designee") to purchase the equity interests in Party C then held by Party B (regardless whether Party B's capital contribution to Party C and/or percentage of shareholding in Party C is changed or not in the future) once or at multiple times at any time in part or in whole at Party A's sole and absolute discretion to the extent permitted by Chinese laws and at the price described in Section 1.3 herein (such right being the "Equity Interest Purchase Option"). Except for Party A and the Designee(s), no other person shall be entitled to the Equity Interest Purchase Option or other rights with respect to the equity interests of Party B. Party C hereby agrees to the grant by Party B of the Equity Interest Purchase Option to Party A. The term "person" as used herein shall refer to individuals, corporations, partnerships, partners, enterprises, trusts or non-corporate organizations.

#### 1.2 Steps for Exercise of Equity Interest Purchase Option

Subject to the provisions of the laws and regulations of China, Party A may exercise the Equity Interest Purchase Option by issuing a written notice to Party B (the "Equity Interest Purchase Option Notice"), specifying: (a) Party A's decision to exercise the Equity Interest Purchase Option; (b) the portion of equity interests to be purchased from Party B (the "Optioned Interests"); and (c) the date for purchasing the Optioned Interests.

#### 1.3 Equity Interest Purchase Price

Unless an appraisal is required by the laws of China applicable to the Equity Interest Purchase Option when exercised by Party A, the purchase price of the Optioned Interests (the "Equity Interest Purchase Price") shall equivalent to the Loan under the Loan Agreement or shall be the sum agreed by the Parties.

#### 1.4 Transfer of Optioned Interests

For each exercise of the Equity Interest Purchase Option:

- 1.4.1 Party B shall cause Party C to promptly convene a shareholders meeting, at which a resolution shall be adopted approving Party B's transfer of the Optioned Interests to Party A and/or the Designee(s);
- 1.4.2 Party B shall execute a share transfer contract with respect to each transfer with Party A and/or each Designee (whichever is applicable), in accordance with the provisions of this Agreement and the Equity Interest Purchase Option Notice regarding the Optioned Interests;
- 1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents, obtain all necessary government licenses and permits and take all necessary actions to transfer valid ownership of the Optioned Interests to Party A and/or the Designee(s), unencumbered by any security interests, and cause Party A and/or the Designee(s) to become the registered owner(s) of the Optioned Interests. For the purpose of this Section and this Agreement, "security interests" shall include securities, mortgages, third party's rights or interests, any stock options, acquisition right, right of first refusal, right to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement and Party B's Share Pledge Agreement. "Party B's Share Pledge Agreement" as used in this Section and this Agreement shall refer to the Share Pledge Agreement executed by and among Party B, the Designee(s) and Party C as of the date hereof, whereby Party B pledges all of its equity interests in Party C to the Designee(s), in order to guarantee Party C's performance of its obligations under the Exclusive Business Corporation Agreement executed by and between Party A and the Designee(s).

#### 1.5 Payment of the Equity Interest Purchase Price

The Parties have agreed in the Loan Agreement that any proceeds obtained by Party B through the transfer of its equity interests in Party C shall be used for repayment of the loan provided by Party A in accordance with the Loan Agreement. Accordingly, upon exercise of the Equity Interest Purchase Option, Party A may elect to make payment of the Equity Interest Purchase Price through cancellation of the outstanding amount of the loan owed by Party B to Party A, in which case Party A shall not be required to pay any additional Equity Interest Purchase Price to Party B.

### 2. Covenants

#### 2.1 Covenants regarding Party C

Party B (as a shareholder of Party C) and Party C hereby covenant as follows:

- 2.1.1 Without the prior written consent of Party A, they shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, or change its structure of registered capital in other manners;
- 2.1.2 They shall maintain Party C's corporate existence in accordance with good financial and business standards and practices by prudently and effectively operating its business and handling its affairs;
- 2.1.3 Without the prior written consent of Party A, they shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Party C or legal or beneficial interest in the business or revenues of Party C, or allow the encumbrance thereon of any security interest;
- 2.1.4 Without the prior written consent of Party A, they shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debts incurred in the ordinary course of business other than through loans; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 2.1.5 They shall always operate all of Party C's businesses during the ordinary course of business to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value;
- 2.1.6 Without the prior written consent of Party A, they shall not cause Party C to execute any major contract, except the contracts in the ordinary course of business (for purpose of this subsection, a contract with a value exceeding RMB 100,000 shall be deemed a major contract);
- 2.1.7 Without the prior written consent of Party A, they shall not cause Party C to provide any person with any loan or credit;
- 2.1.8 They shall provide Party A with information on Party C's business operations and financial condition at Party A's request;
- 2.1.9 If requested by Party A, they shall procure and maintain insurance in respect of Party C's assets and business from an insurance carrier acceptable to Party A, at an amount and type of coverage typical for companies that operate similar businesses;
- 2.1.10 Without the prior written consent of Party A, they shall not cause or permit Party C to merge, consolidate with, acquire or invest in any person;
- 2.1.11 They shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue;
- 2.1.12 To maintain the ownership by Party C of all of its assets, they shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.1.13 Without the prior written consent of Party A, they shall ensure that Party C shall not in any manner distribute dividends to its shareholders, provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders; and
- 2.1.14 At the request of Party A, they shall appoint any persons designated by Party A as directors of Party C.

## 2.2 Covenants of Party B and Party C

Party B hereby covenants as follows:

- 2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;
- 2.2.2 Party B shall cause the shareholders' meeting and/or the board of directors of Party C not to approve the sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, without the prior written consent of Party A, except for the pledge placed on these equity interests in accordance with Party B's Share Pledge Agreement;
- 2.2.3 Party B shall cause the shareholders' meeting or the board of directors of Party C not to approve the merger or consolidation with any person, or the acquisition of or investment in any person, without the prior written consent of Party A;
- 2.2.4 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B;
- 2.2.5 Party B shall cause the shareholders' meeting or the board of directors of Party C to vote their approval of the transfer of the Optioned Interests as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- 2.2.6 To the extent necessary to maintain Party B's ownership in Party C, Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions and file all necessary or appropriate complaints or raise necessary and appropriate defenses against all claims;
- 2.2.7 Party B shall appoint any designee of Party A as director of Party C, at the request of Party A;
- 2.2.8 At the request of Party A at any time, Party B shall promptly and unconditionally transfer its equity interests in Party C to Party A's Designee(s) in accordance with the Equity Interest Purchase Option under this Agreement, and cause the other existing shareholder to waive their right of first refusal (if any) to the share transfer by Party B (if any); and
- 2.2.9 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A or the Designee(s), perform the obligations hereunder and thereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement hereunder or under Party B's Share Pledge Agreement or under the Power of Attorney granted in favor of the Designee(s), Party B shall not exercise such rights except in accordance with the written instructions of Party A or the Designee(s).

## 3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A, jointly and severally, as of the date of this Agreement and each date of transfer of the Optioned Interests, that:

- 3.1 They have the authority to execute and deliver this Agreement and any share transfer contracts to which they are a party concerning the Optioned Interests to be transferred thereunder (each, a "Transfer Contracts"), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Equity Interest Purchase Option. This Agreement and the Transfer Contracts to which they are a party constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;
- 3.2 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, bylaws or other organizational documents of Party C; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to either of them;
- 3.3 Party B has a good and merchantable title to the equity interests in Party C he holds. Except for Party B's Share Pledge Agreement, Party B has not placed any security interest on such equity interests;
- 3.4 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;
- 3.5 Party C does not have any outstanding debts, except for (i) debt incurred in the ordinary course of business; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained;
- 3.6 Party C has complied with all laws and regulations of China applicable to asset acquisitions; and
- 3.7 There are no pending or threatened litigation, arbitration or administrative proceedings relating to the equity interests in Party C, assets of Party C or Party C.

#### **4. Effective Date**

This Agreement shall become effective upon the date hereof, and remain effective for a term of 10 years, and may be renewed for an additional 10 years at Party A's election.

#### **5. Governing Law and Resolution of Disputes**

##### **5.1 Governing law**

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of China. Matters not covered by formally published and publicly available laws of China shall be governed by international legal principles and practices.

##### **5.2 Methods of Resolution of Disputes**

In the event of any dispute with respect to the construction and performance of this Agreement, the Parties shall first resolve the dispute through friendly negotiations. In the event the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its then effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used in arbitration shall be Chinese. The arbitration award shall be final and binding on all Parties.

#### **6. Taxes and Fees**

Each Party shall pay any and all transfer and registration tax, expenses and fees incurred thereby or levied thereon in accordance with the laws of China in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

#### **7. Notices**

- 7.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
  - 7.1.1 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.
  - 7.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).
- 7.2 For the purpose of notices, the addresses of the Parties are as follows:

**Party A** Address: 8/F Topnew Tower, 15 Guanghai Road, Cuaoyang District, Beijing 100026, China

Attn: yan yan chun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: yanyc@e-future.com.cn

**Party B** Address: 8/F Topnew Tower, 15 Guanghai Road, Cuaoyang District, Beijing 100026, China

Attn: Zou Hongjun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zouhj@e-future.com.cn

**Party C Address:** 8/F Topnew Tower,15 Guanghua Road, Cuaoyang District,Beijing 100026,China

Attn: zou hong jun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zouhj@e-future.com.cn

7.3 Any Party may at any time change its address for notices by a notice delivered to the other Parties in accordance with the terms hereof.

## **8. Confidentiality**

The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of other Parties, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this section. Disclosure of any confidential information by the staff members or agency hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

## **9. Further Warranties**

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

## **10. Miscellaneous**

### **10.1 Amendment, change and supplement**

Any amendment, change and supplement to this Agreement shall require the execution of a written agreement by all of the Parties.

### **10.2 Entire agreement**

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supercede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

### **10.3 Headings**

The headings of this Agreement are for convenience only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

### **10.4 Language**

BThis Agreement is written in both Chinese and English language in three copies, each Party having one copy with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chineseversion shall prevail.

### **10.5 Severability**

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

### **10.6 Successors**

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

### **10.7 Survival**

10.7. Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall  
1 survive the expiration or early termination thereof.

10.7. The provisions of Sections 5, 7, 8 and this Section 10.7 shall survive the termination of this Agreement.  
2

### **10.8 Waivers**

Any Party may waive the terms and conditions of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

IN WITNESS WHEREOF, the Parties have executed, or caused their authorized representatives to execute, this Share Pledge Agreement as of the date first above written.

**Party A: eFuture (Beijing) Information Technology Inc.**

By: /s/ Yan Yanchun

Name: Yan Yanchun

Title: Legal Representative

**Party B: Zou hongjun**

By: /s/ Zou Hongjun

**Party C: Beijing Changshengtiandi Ecommerce Co., Ltd.**

By: /s/ Zou Hongjun

Name: Zou Hongjun

Title: Legal Representative

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**Exclusive Business Cooperation Agreement**

This Exclusive Business Cooperation Agreement (this "Agreement") is made and entered into by and between the following Parties on 18/01, 2011 in Beijing, the People's Republic of China ("China" or the "PRC").

**Party A: eFuture (Beijing) Information Technology Inc.**

Address: 8/F Topnew Tower, 15 Guanghua Road, Chaoyang District, Beijing 100026, China

**Party B: Beijing Changshengtiandi Ecommerce Co., Ltd.**

Address: 8/F Topnew Tower, 15 Guanghua Road, Chaoyang District, Beijing 100026, China

Each of Party A and Party B shall be hereinafter referred to as a "Party" respectively, and as the "Parties" collectively.

Whereas:

1. Party A is a wholly-foreign-owned enterprise established in China, and has the necessary resources to provide technical and consulting services;
2. Party B is a company with exclusively domestic capital registered in China, and Party A is willing to provide Party B with exclusive technical, consulting and other services during the term of this Agreement utilizing its own advantages in human resources, technology and information, and Party B is willing to accept such services provided by Party A or Party A's designee(s), each on the terms set forth herein.

Now, therefore, through mutual discussion, the Parties have reached the following agreements:

**1. Services Provided by Party A**

- 1.1 Party B hereby appoints Party A as Party B's exclusive services provider to provide Party B with complete business support services and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement, which services may include all services within the business scope of Party B as may be determined from time to time by Party A, such as but not limited to technical services, business consultations, equipment or property leasing, marketing consultancy, system integration, product research and development, and system maintenance.
- 1.2 Party B agrees to accept all the consultations and services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not accept any consultations and/or services provided by any third party and shall not cooperate with any third party regarding the matters contemplated by this Agreement. Party A may appoint other parties, who may enter into certain agreements described in Section 1.3 with Party B, to provide Party B with the consultations and/or services under this Agreement.

**1.3 Service Providing Methodology**

For each exercise of the Equity Interest Purchase Option:

- 1.3.1 Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into further technical service agreements or consulting service agreements, which shall provide the specific contents, manner, personnel, and fees for the specific technical services and consulting services.
- 1.3.2 To fulfill this Agreement, Party A and Party B agree that during the term of this Agreement, both Parties, directly or through their respective affiliates, may enter into equipment or property leases which shall permit Party B to use Party A's relevant equipment or property based on the needs of the business of Party B.

**2. The Calculation and Payment of the Service Fees**

The Parties agree that the service fees under this Agreement shall be determined and paid based on the methods set forth in the separate agreements to be entered between Party A and Party B described in Section 1.3.

**3. Intellectual Property Rights and Confidentiality Clauses**

- 3.1 Party A shall have exclusive and proprietary rights and interests in all rights, ownership, interests and intellectual properties arising out of or created during the performance of this Agreement, including but not limited to copyrights, patents, patent applications, software, technical secrets, trade secrets and others.
- 3.2 The Parties acknowledge that any oral or written information exchanged among them with respect to this Agreement is confidential information. Each Party shall maintain the confidentiality of all such information, and without obtaining the written consent of the other Party, it shall not disclose any relevant information to any third parties, except in the following circumstances: (a) such information is or will be in the public domain (provided that this is not the result of a public disclosure by the receiving Party); (b) information disclosed as required by applicable laws or rules or regulations of any stock exchange; or (c) information required to be disclosed by any Party to its legal counsel or financial advisor regarding the transaction contemplated hereunder, and such legal counsel or financial advisor are also bound by confidentiality duties similar to the duties in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.
- 3.3 The Parties agree that this Section shall survive changes to, and rescission or termination of, this Agreement.

**4. Representations and Warranties**

- 4.1 Party A hereby represents and warrants as follows:
  - 4.1.1 Party A is a company legally registered and validly existing in accordance with the laws of China.
  - 4.1.2 Party A's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party A has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party A.



4.1.3 This Agreement constitutes Party A's legal, valid and binding obligations, enforceable in accordance with its terms.

4.2 Party B hereby represents and warrants as follows:

4.2.1 Party B is a company legally registered and validly existing in accordance with the laws of China;

4.2.2 Party B's execution and performance of this Agreement is within its corporate capacity and the scope of its business operations; Party B has taken necessary corporate actions and given appropriate authorization and has obtained the consent and approval from third parties and government agencies, and will not violate any restrictions in law or otherwise binding or having an impact on Party B.

4.2.3 This Agreement constitutes Party B's legal, valid and binding obligations, and shall be enforceable against it.

## **5. Effectiveness and Term**

5.1 This Agreement is executed on the date first above written and shall take effect as of such date. Unless earlier terminated in accordance with the provisions of this Agreement or relevant agreements separately executed between the Parties, the term of this Agreement shall be 10 years. After the execution of this Agreement, both Parties shall review this Agreement every 3 months to determine whether to amend or supplement the provisions in this Agreement based on the actual circumstances at that time.

5.2 The term of this Agreement may be extended if confirmed in writing by Party A prior to the expiration thereof. The extended term shall be determined by Party A, and Party B shall accept such extended term unconditionally.

## **6. Termination**

6.1 Unless renewed or earlier terminated in accordance with the relevant terms of this Agreement, this Agreement shall be terminated upon the date of expiration hereof.

6.2 During the term of this Agreement, unless Party A commits gross negligence, or a fraudulent act, against Party B, Party B shall not terminate this Agreement prior to its expiration date. Nevertheless, Party A shall have the right to terminate this Agreement upon giving 30 days' prior written notice to Party B at any time.

6.3 The rights and obligations of the Parties under Articles 3, 6.3, 7 and 8 shall survive the termination of this Agreement.

## **7. Governing Law and Resolution of Disputes**

7.1 The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the laws of China.

7.2 In the event of any dispute with respect to the construction and performance of the provisions of this Agreement, the Parties shall negotiate in good faith to resolve the dispute. In the event the Parties fail to reach an agreement on the resolution of such a dispute within 30 days after any Party's request for resolution of the dispute through negotiations, either Party may submit the relevant dispute to the China International Economic and Trade Arbitration Commission for arbitration, in accordance with its then-effective arbitration rules. The arbitration shall be conducted in Beijing, and the language used during arbitration shall be Chinese. The arbitration ruling shall be final and binding on both Parties.

7.3 Upon the occurrence of any disputes arising from the construction and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties to this Agreement shall continue to exercise their respective rights under this Agreement and perform their respective obligations under this Agreement.

## **10. Notices**

10.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such Party set forth below. A confirmation copy of each notice shall also be sent by email. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

10.1.1 Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively given on the date of delivery or refusal at the address specified for notices.

10.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).

10.2 For the purpose of notices, the addresses of the Parties are as follows:

**Party A** Address: 8/F Topnew Tower,15 Guanghua Road, Chaoyang District,Beijing 100026,China

Attn: yan yan chun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: yanyc@e-future.com.cn

**Party B** Address: 8/F Topnew Tower,15 Guanghua Road, Chaoyang District,Beijing 100026,China

Attn: zou hong jun  
Phone: 010-51650988  
Facsimile: 10-52937688  
E-mail: zouhj@e-future.com.cn

10.3 Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the terms hereof.

## **11. Assignment**

11.1 Without Party A's prior written consent, Party B shall not assign its rights and obligations under this Agreement to any third party.

11.2 Party B agrees that Party A may assign its obligations and rights under this Agreement to any third party upon a prior written notice to Party B but without the consent of Party B.

## **12. Severability**

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

## **13. Amendments and Supplements**

Any amendments and supplements to this Agreement shall be in writing. The amendment agreements and supplementary agreements that have been signed by the Parties and that relate to this Agreement shall be an integral part of this Agreement and shall have the same legal validity as this Agreement.

## **14. Language and Counterparts**

This Agreement is written in both Chinese and English language in two copies, each Party having one copy with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Exclusive Business Cooperation Agreement as of the date first above written.

### **Party A: eFuture (Beijing) Information Technology Inc.**

By: /s/ Yan Yanchun

Name: Yan Yanchun

Title: Legal Representative

### **Party B: Beijing Changshengtiandi Ecommerce Co., Ltd.**

Authorized representative: /s/ Zou Hongjun

Name: Zou Hongjun

Title: Legal Representative

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**Supplementary Agreement**

This Supplementary Agreement ("**Agreement**") is entered into in Beijing, the People's Republic of China ("**PRC**") on this 23rd day of April 2012, by and between:

**eFuture (Beijing) Information Technology Inc.**, a wholly foreign-owned enterprise established under PRC law, with its registered address at 8/F Topnew Tower, 15 Guanghai Road, Chaoyang District, Beijing, 100026, China. ("**Party A**")

and

**Beijing Changshengtiandi Ecommerce Co., Ltd.**, a limited liability company duly organized and existing under PRC law, with its registered address at 8/F Topnew Tower, 15 Guanghai Road, Chaoyang District, Beijing, PRC ("**Party B**").

(Collectively the "**Parties**" and individually a "**Party**")

**Whereas:**

- A. Party A and Party B entered into an Exclusive Business Cooperation Agreement on January 18, 2011 ("**Cooperation Agreement**"), pursuant to which Party A agreed to provide Party B with technical and consulting services according to the terms and conditions listed in the Cooperation Agreement. Party B agreed to retain Party A's services and pay service fees ("**Service Fees**") accordingly.
- B. According to Clause 2 of the Cooperation Agreement, the calculation and payment of the Service Fees will be determined and paid based on the methods set forth in the separate agreements to be entered into between Party and Party B.

**NOW, THEREFORE**, the Parties agree as follows:

1. Party B is entitled to be exempted from paying the Service Fees until Party B is profitable;
2. Subject to Clause 1 above, during the term of the Cooperation Agreement, the service fee payable by Party B to Party A for services rendered according to Clause 1 of the Cooperation Agreement shall be a fee in RMB determined by the following formula:  
Service Fee Payable = Party B's Revenue — Turnover Taxes — Party B's Total Costs — Profit to be Retained by Party B;

Where:

Party B's Revenue is revenue received by Party B from third parties in the course of its ordinary business;

Turnover Taxes include, but are not limited to, business tax, value-added tax, urban maintenance and construction tax and education surcharges; Party B's Total Costs include all costs and expenses, such as costs of goods sold and operating costs incurred by Party B for carrying out the business; and

Profit to be Retained by Party B shall be determined by a reputable certified public accountant designated by Party A.

During the term of the Cooperation Agreement, Party A shall have the right to adjust the above Fees at its sole discretion without the consent of Party B.

3. This Agreement shall be considered an integral part of the Cooperation Agreement, and this Agreement shall have the same effectiveness as the Cooperation Agreement. Where there is a conflict between this Agreement and the Cooperation Agreement, this Agreement shall prevail.
4. This Agreement is written in both Chinese and English language in two copies, each Party having one copy with equal legal validity; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

**Party A: eFuture (Beijing) Information Technology Inc.**

By: /s/ Yan Yanchun

Title: Legal Representative

**Party B: Beijing Changshengtiandi Ecommerce Co., Ltd**

By: /s/ Zou Hongjun

Name: Zou Hongjun

Title: Legal Representative

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**Power of Attorney**

Zhang xuejun, a Chinese citizen with Chinese Identification Card No.: 510226196412090375, and a holder of certain percentage of the entire registered capital in Beijing Changshengtiandi Ecommerce Co., Ltd. ("Changshengtiandi") (regardless whether my capital contribution to "Changshengtiandi" and/or percentage of shareholding in "Changshengtiandi" is changed or not in the future, "My Shareholding"), hereby irrevocably authorize eFuture (Beijing) Information Technology Inc. ("eFuture Beijing") to exercise the following rights relating to My Shareholding during the term of this Power of Attorney, so long as I am a shareholder of C-Future :

eFuture Beijing is hereby authorized to act on behalf of myself as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including without limitation to: 1) attend shareholders' meetings of Changshengtiandi ; 2) exercise all the shareholder's rights and shareholder's voting rights I am entitled to under the laws of China and Changshengtiandi 's Articles of Association, including but not limited to the sale or transfer or pledge or disposition of My Shareholding in part or in whole; and 3) designate and appoint on behalf of myself the legal representative (chairperson), the director, supervisor, the chief executive officer and other senior management members of Changshengtiandi.

Without limiting the generality of the powers granted hereunder, eFuture Beijing shall have the power and authority under this Power of Attorney to execute the Transfer Contracts stipulated in Exclusive Option Agreement, to which I am required to be a party, on behalf of myself, and to effect the terms of the Share Pledge Agreement and Exclusive Option Agreement, both dated the date hereof, to which I am a party.

All the actions associated with My Shareholding conducted by e-Future Beijing shall be deemed as my own actions, and all the documents related to My Shareholding executed by e-Future Beijing shall be deemed to be executed by me. I hereby acknowledge and ratify those actions and/or documents by eFuture Beijing.

eFuture Beijing 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.

This Power of Attorney is coupled with an interest and shall be irrevocable and continuously valid from the date of execution of this Power of Attorney, so long as I am a shareholder of Changshengtiandi .

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

This Power of Attorney is written in Chinese and English; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

[Name]: Zhang xuejun

By: /s/ Zhang Xuejun

18/01, 2011

Witness: /s/ Yan Yanchun

Name: Yan Chunyan

18/01, 2011

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**Power of Attorney**

Zhang xuejun, a Chinese citizen with Chinese Identification Card No.: 510212196804100319, and a holder of certain percentage of the entire registered capital in Beijing Changshengtiandi Ecommerce Co., Ltd. ("Changshengtiandi") (regardless whether my capital contribution to "Changshengtiandi" and/or percentage of shareholding in "Changshengtiandi" is changed or not in the future, "My Shareholding"), hereby irrevocably authorize eFuture (Beijing) Information Technology Inc. ("eFuture Beijing") to exercise the following rights relating to My Shareholding during the term of this Power of Attorney, so long as I am a shareholder of C-Future :

eFuture Beijing is hereby authorized to act on behalf of myself as my exclusive agent and attorney with respect to all matters concerning My Shareholding, including without limitation to: 1) attend shareholders' meetings of Changshengtiandi ; 2) exercise all the shareholder's rights and shareholder's voting rights I am entitled to under the laws of China and Changshengtiandi 's Articles of Association, including but not limited to the sale or transfer or pledge or disposition of My Shareholding in part or in whole; and 3) designate and appoint on behalf of myself the legal representative (chairperson), the director, supervisor, the chief executive officer and other senior management members of Changshengtiandi.

Without limiting the generality of the powers granted hereunder, eFuture Beijing shall have the power and authority under this Power of Attorney to execute the Transfer Contracts stipulated in Exclusive Option Agreement, to which I am required to be a party, on behalf of myself, and to effect the terms of the Share Pledge Agreement and Exclusive Option Agreement, both dated the date hereof, to which I am a party.

All the actions associated with My Shareholding conducted by e-Future Beijing shall be deemed as my own actions, and all the documents related to My Shareholding executed by e-Future Beijing shall be deemed to be executed by me. I hereby acknowledge and ratify those actions and/or documents by eFuture Beijing.

eFuture Beijing 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.

This Power of Attorney is coupled with an interest and shall be irrevocable and continuously valid from the date of execution of this Power of Attorney, so long as I am a shareholder of Changshengtiandi .

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

This Power of Attorney is written in Chinese and English; in case there is any conflict between the Chinese version and the English version, the Chinese version shall prevail.

[Name]: Zou hongjun

By: /s/ Zou Hongjun

18/01, 2011

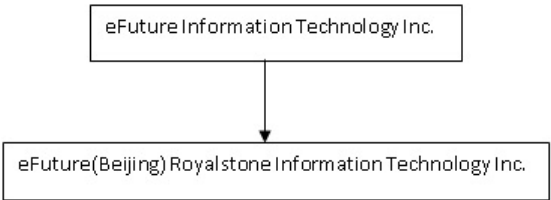
Witness: /s/ Yan Yanchun

Name: Yan Yanchun

18/01, 2011

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click view to see image



**Certification of Principal Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002  
and Securities and Exchange Commission Release 34-46427**

I, Adam Yan, certify that:

- (1) I have reviewed this Annual Report on Form 20-F of eFuture Information Technology Inc.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
- (4) The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the company's most recent fiscal quarter (the company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
- (5) The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 27, 2012

/s/ Adam Yan

Adam Yan  
Chief Executive Officer (Principal Executive Officer)

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**Certification of Principal Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002  
and Securities and Exchange Commission Release 34-46427**

I, Sean Zheng, certify that:

- (1) I have reviewed this Annual Report on Form 20-F of eFuture Information Technology Inc.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
- (4) The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the company's most recent fiscal quarter (the company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
- (5) The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 27, 2012

/s/ Sean Zheng

Sean Zheng  
Chief Financial Officer (Principal Financial Officer)

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this Annual Report on Form 20-F of eFuture Information Technology Inc. for the year ended December 31, 2011 as filed with the Securities and Exchange Commission on the date hereof and pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Adam Yan, certify that:

- (1) This annual report containing the financial statements fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the this report fairly presents, in all material respects, the financial condition and results of operations of eFuture Information Technology Inc.

Date: April 27, 2012

/s/ Adam Yan

Adam Yan  
Chief Executive Officer (Principal Executive Officer)

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this Annual Report on Form 20-F of eFuture Information Technology Inc. for the year ended December 31, 2011 as filed with the Securities and Exchange Commission on the date hereof and pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Sean Zheng, certify that:

- (1) This annual report containing the financial statements fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the this report fairly presents, in all material respects, the financial condition and results of operations of eFuture Information Technology Inc.

Date: April 27, 2012

/s/ Sean Zheng

Sean Zheng

Chief Financial Officer (Principal Financial Officer)

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