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TRON INC.

Filed by

BRAVEMORNING LTD

FORM SC 13D/A

(Amended Statement of Beneficial Ownership)

Filed 11/23/26

Address	941 W. MORSE BLVD. SUITE 100 WINTER PARK, FL, 32789
Telephone	407-230-8100
CIK	0001956744
Symbol	TRON
SIC Code	6199 - Finance Services
Industry	Toys & Juvenile Products
Sector	Consumer Cyclicals
Fiscal Year	12/31

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934

(Amendment No. 2)

Tron Inc.

(Name of Issuer)

Common Stock, par value $0.0001 per share

(Title of Class of Securities)

85237B101

(CUSIP Numbers)

Lawrence Venick, Esq.
Loeb & Loeb LLP,, 10100 Santa Monica Blvd #2200
Los Angeles, CA, 90067
1 310 7285129

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

11/19/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D/A

CUSIP Number(s):	85237B101

1	**Name of reporting person** Bravemorning Limited
2	**Check the appropriate box if a member of a Group (See Instructions)** ☐ (a) ☐ (b)
3	**SEC use only**
4	**Source of funds (See Instructions)** OO
5	**Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)** ☐
6	**Citizenship or place of organization** VIRGIN ISLANDS, BRITISH
Number of Shares Beneficially Owned by Each Reporting Person With:	**7** **Sole Voting Power:** 350,259,000.00 **8** **Shared Voting Power:** 0.00 **9** **Sole Dispositive Power:** 350,259,000.00 **10** **Shared Dispositive Power:** 0.00
11	**Aggregate amount beneficially owned by each reporting person** 350,259,000.00
12	**Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)** ☐
13	**Percent of class represented by amount in Row (11)** 73.8 %
14	**Type of Reporting Person (See Instructions)** CO

Comment for Type of Reporting Person: For rows 7, 9 and 11, represents 350,259,000 shares of Common Stock held directly by Bravemorning Limited ("Bravemorning") following the sale of an aggregate of 69,741,000 shares of Common Stock pursuant to the Securities Purchase Agreement (as defined in Item 4). For row 13, calculation based on 474,432,064 shares of Common Stock outstanding as of November 6, 2026, as reported by the Issuer in the quarterly report on Form 10-Q.

SCHEDULE 13D/A

CUSIP Number(s):	85237B101

1	**Name of reporting person** Weike Sun
	Check the appropriate box if a member of a Group (See Instructions)

2	☐ (a) ☐ (b)
3	**SEC use only**
4	**Source of funds (See Instructions)** OO
5	**Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)** ☐
6	**Citizenship or place of organization** SAINT KITTS AND NEVIS
Number of Shares Beneficially Owned by Each Reporting Person With:	**7** **Sole Voting Power:** 350,259,000.00 **8** **Shared Voting Power:** 0.00 **9** **Sole Dispositive Power:** 350,259,000.00 **10** **Shared Dispositive Power:** 0.00
11	**Aggregate amount beneficially owned by each reporting person** 350,259,000.00
12	**Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)** ☐
13	**Percent of class represented by amount in Row (11)** 73.8 %
14	**Type of Reporting Person (See Instructions)** IN

Comment for Type of Reporting Person: For rows 7, 9 and 11, represents 350,259,000 shares of Common Stock held directly by Bravemorning following the sale of an aggregate of 69,741,000 shares of Common Stock pursuant to the Securities Purchase Agreement (as defined in Item 4). Mr. Weike Sun may be deemed to beneficially own such shares by virtue of his control of Bravemorning. For row 13, calculation based on 474,432,064 shares of Common Stock outstanding as of November 6, 2026, as reported by the Issuer in the quarterly report on Form 10-Q.

SCHEDULE 13D/A

Item 1. **Security and Issuer**

(a) **Title of Class of Securities:**

Common Stock, par value $0.0001 per share

(b) **Name of Issuer:**

Tron Inc.

(c) **Address of Issuer's Principal Executive Offices:**

941 W. MORSE BLVD., SUITE 100, WINTER PARK, FLORIDA , 32789.

Item 1 Comment: This Amendment No. 2 (this "Schedule 13D/A") amends and supplements the Schedule 13D originally filed with the Securities and Exchange Commission by the Reporting Persons, as amended by Amendment No. 1 thereto (as so amended, the "Schedule 13D"). This Schedule 13D/A is being filed to report the sale by Bravemorning Limited ("Bravemorning") of an aggregate of 69,741,000 shares of Common Stock pursuant to the Securities Purchase

Agreement (as defined in Item 4). Except as specifically provided herein, this Schedule 13D/A does not modify any of the information previously reported in the Schedule 13D. Capitalized terms used but not defined herein have the meanings given to them in the Schedule 13D.

Item 2. Identity and Background

(a) Item 2 of the Schedule 13D is not amended by this Schedule 13D/A.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is not amended by this Schedule 13D/A.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following:

On November 19, 2026, Bravemorning entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with Core Tide Limited, Digital Century Technology Limited and Digital Zentech Limited (each, a "Buyer" and collectively, the "Buyers"), pursuant to which Bravemorning agreed to sell to the Buyers, severally and not jointly, an aggregate of 69,741,000 shares of Common Stock (23,247,000 shares to each Buyer) in a private transaction in reliance on Section 4(a)(1) of the Securities Act of 1933, as amended, at a price of $1.65 per share (representing a 10% premium over the closing price of the Common Stock as of the last trading day prior to the date of the Securities Purchase Agreement), for an aggregate purchase price of $115,072,650. The Reporting Persons effected the sale for investment and portfolio management purposes. The information set forth in Item 6 of this Schedule 13D/A with respect to the Securities Purchase Agreement is incorporated by reference into this Item 4.

Item 5. Interest in Securities of the Issuer

(a) Items 5(a) through (c) of the Schedule 13D are hereby amended and restated in their entirety as follows: The information set forth in the cover pages of this Schedule 13D/A is hereby incorporated by reference into this Item 5. As of the date of this Schedule 13D/A, after giving effect to the Closings under the Securities Purchase Agreement, the Reporting Persons beneficially own 350,259,000 shares of Common Stock which constitutes approximately 73.8% of the outstanding Common Stock, based on 474,432,064 shares of Common Stock outstanding as of November 6, 2026, as reported by the Issuer in the quarterly report on Form 10-Q. The Reporting Persons do not beneficially own any shares of Common Stock except as described herein.

(b) Bravemorning is the direct beneficial owner, and has sole power to vote and direct the disposition, of 350,259,000 shares of Common Stock. Mr. Weike Sun may be deemed the indirect beneficial owner of such securities by virtue of his control of Bravemorning. As such, Mr. Weike Sun may be deemed to have sole power to vote and direct the disposition of such securities.

(c) Except for the sale of an aggregate of 69,741,000 shares of Common Stock by Bravemorning to the Buyers at $1.65 per share pursuant to the Securities Purchase Agreement, on November 19, 2026, in a private transaction, as described in Item 4, the Reporting Persons have not engaged in any transaction in any shares of Common Stock during the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following:

Securities Purchase Agreement. On November 19, 2026, Bravemorning entered into the Securities Purchase Agreement with the Buyers. Pursuant to the Securities Purchase Agreement, the Closing with respect to each Buyer occurs separately upon satisfaction (or waiver) of the applicable closing conditions, within 30 days after the date of the agreement (or such later date as mutually agreed), and the Closing with respect to any Buyer is not conditioned on the Closing with respect to any other Buyers. The purchase price is payable on or before the applicable Closing Date, or such later Payment Date as the parties may agree. Bravemorning made customary representations and warranties. The foregoing description is qualified in its entirety by reference to the full text of the Securities Purchase Agreement, a copy of which is filed as Exhibit 99.3 hereto and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following exhibit: EXHIBIT 99.3: Form of Securities Purchase Agreement, dated as of November 19, 2026, by and among Bravemorning Limited and the Buyers named therein.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Bravemorning Limited

Signature:	**/s/ Weike Sun**
Name/Title:	**Bravemorning Limited, by Mr. Weike Sun, its Director**
Date:	**11/23/2026**

Weike Sun

Signature:	**/s/ Weike Sun**
Name/Title:	**Mr. Weike Sun**
Date:	**11/23/2026**

Exhibit 99.3

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (the "**Agreement**"), dated as of November 19, 2026, is by and between Bravemorning Limited, a British Virgin Islands business company with a registered address of […] ("**Seller**"), and the buyers identified on the signature pages hereto ("**Buyers**", and each a "**Buyer**").

RECITALS

A. Seller and Buyers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(1) of the Securities Act of 1933, as amended (the "**1933 Act**").

B. Seller desires to sell to Buyers, and Buyers desire to purchase from Seller, an aggregate of 69,741,000 shares (the "**Sale Securities**") of common stock, par value $0.0001 per share (the "**Common Stock**"), of Tron Inc. (the "**Company**"), a Nevada corporation, at the price of $1.65 per share (representing 10% premium over the closing price of the Common Stock as of the last trading day prior to the date of this Agreement), for an aggregate purchase price of One Hundred Fifteen Million Seventy-Two Thousand Six Hundred Fifty U.S. Dollars ($115,072,650), on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyers hereby agree as follows:

1. PURCHASE AND SALE OF SALE SECURITIES.

(a) Purchase of Sale Securities. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 6 and 7 below, Seller shall transfer and sell to each Buyer, and each Buyer, severally and not jointly, agrees to purchase from Seller, the Sale Securities set forth opposite such Buyer's name in **Schedule A**.

(b) Closing. The closing of the purchase and sale of the Sale Securities to each Buyer (each, a "**Closing**") shall take place separately for each Buyer, upon the satisfaction (or waiver) of the conditions set forth in Sections 6 and 7 with respect to such Buyer, within 30 days after the date of this Agreement (or such later date as mutually agreed by Seller and such Buyer). The date of the Closing with respect to a Buyer is referred to as the "**Closing Date**" for such Buyer. The Closings may occur on different dates, and the Closing with respect to any Buyer is not conditioned upon the Closing with respect to any other Buyer. If the Closing with respect to any Buyer has not occurred within such period, Seller may, by written notice to such Buyer, terminate this Agreement solely with respect to such Buyer, without liability to Seller, and such termination or the failure of such Closing to occur shall not affect the rights and obligations of Seller and the other Buyers hereunder.

(c) Purchase Price. The purchase price for the Sale Securities to be purchased by each Buyer (the "**Purchase Price**") is set forth in **Schedule A**. The Purchase Price shall be paid in full on or before the Closing Date, or on such later date as the parties may mutually agree (such agreed date, the "**Payment Date**"), in such manner and by such method as the parties may mutually agree separately from time to time.

(d) Closing Mechanics. At or before the Closing, (i) Seller shall deliver to the transfer agent an irrevocable instruction letter, in form and substance reasonably acceptable to Buyers, directing the transfer agent to transfer such Sale Securities as set forth in **Schedule A**, from the Seller to the Buyers in accordance with the terms of this Agreement; (ii) unless the parties have mutually agreed to a Payment Date occurring after the Closing Date pursuant to Section 1(c), each Buyer, severally and not jointly, shall deliver its Purchase Price to the Seller in such manner and by such method as the parties may mutually agree separately; and (iii) the parties shall execute and deliver such other Transaction Documents (as defined below) as are mutually agreed.

2. BUYER'S REPRESENTATIONS AND WARRANTIES.

Each Buyer hereby represents and warrants severally and not jointly, as to itself only, as of the date hereof to Seller as follows:

(a) Organization and Qualification. Buyer is an entity duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is formed, and has the requisite power and authority to own its properties and to carry on its business as now being conducted and as presently proposed to be conducted. Buyer is duly qualified to conduct its business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement, (ii) a material adverse effect on the results of operations, assets, business or financial condition of Buyer, taken as a whole, or (iii) a material adverse effect on such Buyer's ability to perform in any material respect on a timely basis its obligations under this Agreement (any of (i), (ii) or (iii) being hereafter referred to as a "**Material Adverse Effect**"), and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(b) Authorization; Enforcement; Validity; No Liens. Buyer has the requisite power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents and to purchase the Sale Securities in accordance with the terms hereof and thereof. This Agreement has been, and the other Transaction Documents (as defined below) to which Buyer is a party will be, prior to and as of the Closing, duly executed and delivered by Buyer, and each constitutes the legal, valid and binding obligations of Buyer, enforceable against it in accordance with its respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies and except as rights to indemnification and to contribution may be limited by federal or state securities law. "**Transaction Documents**" means, collectively, this Agreement and each of the other agreements and instruments entered into or delivered by any of the parties hereto in connection with the Transactions contemplated hereby and thereby, as may be amended from time to time. "**Transactions**" means the transactions contemplated by the Transaction Documents.

(c) Consents. Buyer is not required to obtain any consent from, authorization or order of, or make any filing or registration with any Governmental Entity (as defined below) or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its respective obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof. "**Governmental Entity**" means any nation, state, county, city, town, village, district, or other political jurisdiction of any nature, federal, state, local, municipal, foreign, or other government, governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), multi-national organization or body; or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature or instrumentality of any of the foregoing, including any entity or enterprise owned or controlled by a government or a public international organization or any of the foregoing, including, without limitation, the Securities and Exchange Commission (the "**SEC**").

(d) No Public Sale or Distribution. Buyer is acquiring the Sale Securities for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof in violation of applicable securities laws, except pursuant to sales registered or exempted under the 1933 Act. Buyer does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Sale Securities in violation of applicable securities laws. For purposes of this Agreement, "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any Governmental Entity or any department or agency thereof.

(e) Accredited Investor Status. Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D.

(f) Reliance on Exemptions. Buyer understands that the Sale Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that Seller is relying in part upon the truth and accuracy of, and Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of Buyer to acquire the Sale Securities.

(g) Information. Buyer, its officers, employees, representatives, advisors and agents, if any, have been furnished with all materials relating to the offer and sale of the Sale Securities that have been requested by Buyer. Buyer understands that its investment in the Sale Securities involves a high degree of risk. Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Sale Securities.

(h) No Governmental Review. Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Sale Securities or the fairness or suitability of the investment in the Sale Securities nor have such authorities passed upon or endorsed the merits of the offering of the Sale Securities.

(i) Transfer or Resale. Buyer understands that: (i) the Sale Securities have not been and are not being registered under the 1933 Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) Buyer shall have delivered to the Company (if requested by the Company) an opinion of counsel, in a form reasonably acceptable to the Company, to the effect that such Sale Securities to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) Buyer provides the Company with reasonable assurance that such Sale Securities can be sold, assigned or transferred pursuant to Rule 144 promulgated under the 1933 Act (or a successor rule thereto) (collectively, "**Rule 144**"); and (ii) any sale of the Sale Securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144, and further, if Rule 144 is not applicable, any resale of the Sale Securities under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC promulgated thereunder. Notwithstanding the foregoing, the Sale Securities may be pledged in connection with a bona fide margin account or other loan or financing arrangement secured by the Sale Securities and such pledge of Sale Securities shall not be deemed to be a transfer, sale or assignment of the Sale Securities hereunder, and no Buyer effecting a pledge of Sale Securities shall be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Document, including, without limitation, this Section 2(i).

(j) Validity; Enforcement. This Agreement and the other Transaction Documents to which Buyer is a party have been duly and validly authorized, executed and delivered on behalf of Buyer and shall constitute the legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(k) No Conflicts. The execution, delivery and performance by Buyer of this Agreement and each of the Transaction Documents to which Buyer is a party and the consummation by Buyer of the Transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of Buyer, or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Buyer is a party or under the organizational documents of Buyer (after giving effect to any amendments, waivers or consents from Buyer (or its affiliates) provided on or prior to the Closing), or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including, without limitation, foreign, federal and state securities laws and regulations and the rules and regulations of the Nasdaq Capital Market and including all applicable foreign, federal and state laws, rules and regulations) applicable to Buyer.

(l) Acknowledgment and Agreement. Buyer acknowledges that it is acting solely as principal for its own account with respect to the Transaction Documents and the Transactions contemplated hereby and thereby and that Buyer is not (i) an officer or director of the Company or any of its subsidiaries, (ii) an "affiliate" (as defined in Rule 144) of the Company or any of its subsidiaries or (iii) to its knowledge, a "beneficial owner" of more than 10% of the Common Stock (as defined for purposes of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**1934 Act**")). Buyer is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the Transactions contemplated hereby and thereby. Buyer's decision to enter into the Transaction Documents to which it is a party has been based solely on the independent evaluation by Buyer and its representatives.

3. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants to Buyers with respect to only itself that, as of the date hereof:

(a) Organization and Qualification. Seller is an entity duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is formed, and has the requisite power and authority to own its properties and to carry on its business as now being conducted and as presently proposed to be conducted. Seller is duly qualified to conduct its business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not reasonably be expected to result in a Material Adverse Effect, and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(b) Authorization; Enforcement; Validity; No Liens. Seller has the requisite power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents and to sell the Sale Securities in accordance with the terms hereof and thereof. This Agreement has been, and the other Transaction Documents to which Seller is a party will be, prior to and as of the Closing, duly executed and delivered by Seller, and each constitutes the legal, valid and binding obligations of Seller, enforceable against it in accordance with its respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies and except as rights to indemnification and to contribution may be limited by federal or state securities law. Seller is the sole record and beneficial owner of the Sale Securities being sold by it under this Agreement, free of any and all preemptive or similar rights, mortgages, defects, claims, liens, pledges, charges, taxes, rights of first refusal, encumbrances, security interests and other encumbrances (collectively "**Liens**") with respect to the issuance thereof.

(c) No Conflicts. The execution, delivery and performance of the Transaction Documents by Seller, and the consummation by Seller of the Transactions contemplated hereby and thereby will not (i) result in a violation of Seller's organizational documents, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which Seller is a party or under the organizational documents of Seller, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including, without limitation, foreign, federal and state securities laws and regulations and the rules and regulations of the Nasdaq Capital Market and including all applicable foreign, federal and state laws, rules and regulations) applicable to Seller.

(d) Consents. Save for customary Company clearances and SEC filings, Seller is not required to obtain any consent from, authorization or order of, or make any filing or registration with any Governmental Entity or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its respective obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof.

(e) Acknowledgment Regarding each Buyer's Purchase of Sale Securities. Seller acknowledges that each Buyer is acting solely as principal for its own account with respect to the Transaction Documents and the Transactions contemplated hereby and thereby and that each Buyer is not (i) an officer or director of the Company or any of its subsidiaries, (ii) an "affiliate" (as defined in Rule 144) of the Company or any of its subsidiaries or (iii) to its knowledge, a "beneficial owner" of more than 10% of the Common Stock (as defined for purposes of Rule 13d-3 of the 1934 Act). Seller further acknowledges that each Buyer is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the Transactions contemplated hereby and thereby, and any advice given by each Buyer or any of its representatives or agents in connection with the Transaction Documents and the Transactions contemplated hereby and thereby is merely incidental to each Buyer's purchase of the Sale Securities. Seller represents to each Buyer that Seller's decision to enter into the Transaction Documents to which it is a party has been based solely on the independent evaluation by Seller and its representatives.

(f) No General Solicitation. Neither Seller nor any Person acting on its behalf has engaged in any form of general solicitation or general advertising in connection with the offer or sale of the Sale Securities.

(g) Valid Issuance. The Sale Securities are duly authorized and have been validly issued and are fully paid and non-assessable. The Sale Securities are not subject to any preemptive rights, rights of first refusal, co-sale or tag-along rights, or any other special or similar rights of any Person, whether arising under the Company's organizational documents, any agreement or instrument to which Seller is a party, or otherwise.

4. COVENANTS.

(a) Best Efforts. Seller and Buyers shall use their best efforts to timely satisfy each of the covenants hereunder and conditions to be satisfied by it as provided in this Agreement.

(b) Fees. The transfer agent fees relating to the transfer of the Sale Securities relating to or arising out of the Transactions contemplated hereby shall be borne 50% by the Seller and 50% by the Buyers. Except as otherwise set forth in the Transaction Documents, each party to this Agreement shall bear its own expenses in connection with the Transaction.

(c) Closing Documents. On the Closing Date, Buyers and Seller shall deliver, or cause to be delivered, to the other party a complete closing set of the executed Transaction Documents and any other documents required to be delivered to such party pursuant to the Transaction Documents. Seller shall use commercially reasonable efforts to cause the Company to instruct the transfer agent to issue to each Buyer a book-entry statement reflecting each Buyer's ownership of the Sale Securities within five (5) business days following the Closing Date.

(d) SEC Filings. Each Buyer is aware of the SEC rules regarding the filing requirements for any holder of 5% and/or 10% of the Company's outstanding Common Stock, and, to the extent applicable to it, each Buyer covenants to make any required Schedule 13D/13G and/or Form 3 filings with the SEC, promptly upon the Closing, in compliance with all applicable SEC rules and with the advice of counsel as deemed appropriate.

5. REGISTER; LEGEND.

(a) Legends. Each Buyer understands that the Sale Securities will be sold to it pursuant to an exemption from registration or qualification under the 1933 Act and applicable state securities laws, and except as set forth below, the Sale Securities shall bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

> NEITHER THE ISSUANCE OR SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

(b) Removal of Legends. Certificates evidencing Sale Securities shall not be required to contain the legend set forth in Section 5(a) above or any other legend (i) while a registration statement covering the resale of such Sale Securities is effective under the 1933 Act, (ii) following any sale of such Sale Securities pursuant to Rule 144 (assuming the transferor is not an affiliate of the Company), (iii) if such Sale Securities are eligible to be sold, assigned or transferred under Rule 144 (provided that the applicable Buyer provides the Company with reasonable assurances that such Sale Securities are eligible for sale, assignment or transfer under Rule 144 which shall, if requested by the Company, include an opinion of such Buyer's counsel), (iv) in connection with a sale, assignment or other transfer (other than under Rule 144), provided that the applicable Buyer provides the Company with an opinion of such Buyer's counsel, in a generally acceptable form, to the effect that such sale, assignment or transfer of the Sale Securities may be made without registration under the applicable requirements of the 1933 Act or (v) if such legend is not required under applicable requirements of the 1933 Act (including, without limitation, controlling judicial interpretations and pronouncements issued by the SEC). If a legend is not required pursuant to the foregoing, Seller shall use commercially reasonable efforts to cooperate with the applicable Buyer and to cause the Company no later than two (2) Trading Days (or such earlier date as required pursuant to the 1934 Act or other applicable law, rule or regulation for the settlement of a trade initiated on the date such Buyer delivers such legended certificate representing such Sale Securities to the Company) following the delivery by such Buyer to the Company or the transfer agent (with notice to the Company) of a legended certificate representing such Sale Securities (endorsed or with stock powers attached, signatures guaranteed, and otherwise in form necessary to effect the reissuance and/or transfer, if applicable), together with any other deliveries from such Buyer as may be required above in this Section 5(b), as directed by such Buyer, either: (A) provided that the Company's transfer agent is participating in the DTC Fast Automated Securities Transfer Program ("**FAST**"), credit the aggregate number of shares of Common Stock to which such Buyer shall be entitled to such Buyer's balance account with DTC through its Deposit/Withdrawal at Custodian system or (B) if the Company's transfer agent is not participating in FAST, issue and deliver (via reputable overnight courier) to such Buyer, a certificate representing such Sale Securities that is free from all restrictive and other legends, registered in the name of such Buyer (the date by which such credit is so required to be made to the balance account of such Buyer with DTC or such certificate is required to be delivered to such Buyer pursuant to the foregoing is referred to herein as the "**Required Delivery Date**", and the date such Common Stock are actually delivered without restrictive legend to such Buyer with DTC, as applicable, the "**Share Delivery Date**").

(c) In the event that the legends are not required pursuant to the Section 5(b) but have not been removed within the period set forth in Section 5(b), and such failure is due to Seller's willful failure or refusal to comply with its obligations under Section 5(b), then the applicable Buyer shall be entitled to deliver written notice to Seller requesting a refund of the applicable portion of the Purchase Price paid by such Buyer (for clarity, the "applicable portion" shall be the pro rata portion of the Purchase Price attributable to the Sale Securities that remain legended). Upon such notice, Seller shall, within ten (10) business days, refund to such Buyer the applicable portion of the Purchase Price actually received by Seller from such Buyer with respect to such Sale Securities (without interest), against the return of such Sale Securities by such Buyer to Seller.

(d) After the Closing Date, if requested by a Buyer, Seller shall use commercially reasonable efforts to cause the Company to prepare and execute all documents, and to take such actions as may be reasonably necessary, to register the Sale Securities held by such Buyer under the 1933 Act or any applicable state securities laws, in accordance with the terms of this Agreement.

6. CONDITIONS TO THE SELLER'S OBLIGATIONS TO SELL.

The obligation of Seller hereunder to sell the Sale Securities to each Buyer at the applicable Closing is subject to the satisfaction, with respect to such Buyer, at or before the applicable Closing Date, of each of the following conditions, which the Seller hereby certifies have all been satisfied or waived as of the signing of this Agreement:

(i) Buyer shall have executed this Agreement and each of the other Transaction Documents to which it is a party and delivered the same to Seller.

(ii) Unless the parties have mutually agreed to a Payment Date occurring after the Closing Date pursuant to Section 1(c), Buyer shall have paid the full Purchase Price at or prior to the Closing in such manner and by such method as the parties may mutually agree separately.

(iii) The representations and warranties of Buyer shall be true and correct in all material respects as of the date when made and as of the Closing Date (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date), and Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Buyer at or prior to the Closing Date.

(iv) No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Entity of competent jurisdiction that prohibits the Seller from consummating any of the Transactions contemplated by the Transaction Documents.

7. CONDITIONS TO BUYER'S OBLIGATION TO PURCHASE.

The obligation of each Buyer hereunder to purchase the Sale Securities at the applicable Closing is subject to the satisfaction, at or before the applicable Closing Date, of each of the following conditions, which the Buyer hereby certifies have all been satisfied or waived as of the signing of this Agreement:

(i) Seller shall have duly executed and delivered to Buyer this Agreement and each of the Transaction Documents to which it is a party.

(ii) Each and every representation and warranty of Seller shall be true and correct in all material respects as of the date when made and as of the Closing Date as though originally made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date), and Seller shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required to be performed, satisfied or complied with by it at or prior to the Closing Date.

(iii) Seller shall have delivered to the transfer agent an irrevocable instruction letter, in form and substance reasonably acceptable to Buyer, directing the transfer agent to transfer such Sale Securities as set forth in **Schedule A**, from the Seller to the Buyer in accordance with the terms of this Agreement, with stock powers duly executed and meeting any other applicable legal requirements for valid transfer.

(iv) No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Entity of competent jurisdiction that prohibits the Buyer from consummating the Transactions contemplated by the Transaction Documents.

8. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any provision of law or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Seller and Buyers each hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any Transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude Buyers from bringing suit or taking other legal action against Seller in any other jurisdiction to collect on any Seller's obligations to Buyers or to enforce a judgment or other court ruling in favor of Buyers. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.**

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties. In the event that any signature is delivered by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

(c) Headings; Gender. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found.

(d) Expenses. Each party shall be responsible for its own out of pocket expenses incurred in connection with the preparation, negotiation and execution of this Agreement and all other Transaction Documents (which include, without limitation, the fees of counsel, auditors and other third-party professionals).

(e) Severability; Maximum Payment Amounts. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(f) Entire Agreement; Amendments. This Agreement, the other Transaction Documents and the schedules and exhibits attached hereto and thereto and the instruments referenced herein and therein supersede all other prior oral or written agreements between Buyers, Seller, their affiliates and Persons acting on their behalf, with respect to the subject matter hereof. For clarification purposes, the Recitals are part of this Agreement. No provision of this Agreement may be amended other than by an instrument in writing signed by Seller and Buyers. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

(g) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by electronic mail (provided that such sent email is kept on file (whether electronically or otherwise) by the sending party and the sending party does not receive an automatically generated message from the recipient's email server that such e-mail could not be delivered to such recipient); or (iii) three (3) business days after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The mailing addresses and e-mail addresses for such communications shall be:

If to Seller:

Bravemorning Limited
Address: [***]
Attention: [***]
E-Mail: [***]

With a copy (for informational purposes only) to:

Loeb & Loeb LLP
345 Park Avenue
New York, NY 10154
Telephone: +1 212-407-4971
Attention: Ted Paraskevas
E-mail: tparaskevas@loeb.com

If to each Buyer, to its mailing address and/or e-mail address set forth in **Schedule A**, or to such other mailing address and/or e-mail address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change, provided that Loeb & Loeb LLP shall only be provided copies of notices sent to Seller. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's e-mail containing the time, date and recipient's e-mail or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by e-mail or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Sale Securities. Seller shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyers. Each Buyer shall not assign this Agreement or any of its rights or obligations hereunder in connection with any transfer of any of its Sale Securities without the prior written consent of Seller; provided, however, that upon such consent being given, the assignee shall be deemed to be the Buyer hereunder with respect to such assigned rights and obligations.

(i) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by any other Person.

(j) Survival. The representations, warranties, agreements and covenants shall survive the Closing. Each Buyer shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

(k) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the Transactions contemplated hereby.

(l) Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. No specific representation or warranty shall limit the generality or applicability of a more general representation or warranty. Each and every reference to share prices, Common Stock or Sale Securities and any other numbers in this Agreement that relate to the Common Stock or Sale Securities shall be automatically adjusted for any stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions that occur with respect to the Common Stock or Sale Securities after the date of this Agreement. Notwithstanding anything in this Agreement to the contrary, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty against, or a prohibition of, any actions with respect to the borrowing of, arrangement to borrow, identification of the availability of, and/or securing of, securities of the Company in order for each Buyer (or its broker or other financial representative) to effect short sales or similar transactions in the future.

(m) Remedies. Each Buyer and in the event of assignment by the Buyer of its rights and obligations hereunder, each holder of Sale Securities, shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Seller therefore agrees that each Buyer shall be entitled to specific performance and/or temporary, preliminary and permanent injunctive or other equitable relief from any court of competent jurisdiction in any such case without the necessity of proving actual damages and without posting a bond or other security. The remedies provided in this Agreement and the other Transaction Documents shall be cumulative and in addition to all other remedies available under this Agreement and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief).

(n) Independent Nature of Buyer's Obligations and Rights. Seller and each Buyer confirm that the Buyer has independently participated with the Seller in the negotiation of the Transaction contemplated hereby with the advice of its own counsel and advisors. Each Buyer shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents.

[*signature pages follow*]

IN WITNESS WHEREOF, Seller and Buyers have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

SELLER:

BRAVEMORNING LIMITED

By: */s/ Weike Sun*
Name: Weike Sun
Title: Director

BUYERS:

CORE TIDE LIMITED

By: */s/ Yuxin Sun*
Name: Yuxin Sun
Title: Director

DIGITAL CENTURY TECHNOLOGY LIMITED

By: */s/ Jinmei Li*
Name: Jinmei Li
Title: Director

DIGITAL ZENTECH LIMITED

By: */s/ Martin Cravero*
Name: Martin Cravero
Title: Director