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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**Form 10-K**

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(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2017

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

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

Commission file number: 001-35824

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**Professional Diversity Network, Inc.**

*(Exact name of Registrant as Specified in Its Charter)*

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**Delaware**

*(State or Other Jurisdiction of  
Incorporation or Organization)*

**80-0900177**

*(I.R.S. Employer  
Identification No.)*

**801 W. Adams Street, Suite 600**

**Chicago, Illinois**

*(Address of Principal Executive Offices)*

**60607**

*(Zip Code)*

**(312) 614-0950**

*(Registrant's telephone number, including area code)*

**Securities registered pursuant to Section 12(b) of the Act:**

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.01 par value per share	The Nasdaq Stock Market LLC

**Securities registered pursuant to Section 12(g) of the Act:**

**None**

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Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act. (Check One):

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).  
Yes  No

The aggregate market value of the registrant’s common stock held by non-affiliates of the registrant on June 30, 2017, the last business day of the registrant’s most recently completed second fiscal quarter, was approximately \$9,349,000 (based on a price per share of \$6.88, the price at which the common shares were last sold as reported on the NASDAQ Capital Market on such date).

There were 4,334,894 shares outstanding of the registrant’s common stock as of March 26, 2018.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Registrant’s definitive proxy statement for its 2018 annual meeting of shareholders, which proxy statement will be filed no later than 120 days after the close of the Registrant’s fiscal year ended December 31, 2017, are hereby incorporated by reference in Part III of this Annual Report on Form 10-K.

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PROFESSIONAL DIVERSITY NETWORK, INC.

FORM 10-K  
FOR THE YEAR ENDED DECEMBER 31, 2017  
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# PROFESSIONAL DIVERSITY NETWORK, INC.

## PART I

Unless we specify otherwise, all references in this annual report on Form 10-K (the “Annual Report”) to “PDN,” “the Company,” “we,” “our,” and “us” refer to Professional Diversity Network, Inc. and its consolidated subsidiaries. This discussion contains forward-looking statements, which are based on our assumptions about the future of our business. *Our actual results will likely differ materially from those contained in the forward-looking statements. Please read “Special Note Regarding Forward-Looking Statements” for additional information regarding forward-looking statements used in this Annual Report.*

### ITEM 1 - BUSINESS

#### Overview

The Company is a dynamic operator of professional networks with a focus on diversity. We use the term “diversity” (or “diverse”) to describe communities, or “affinities,” that are distinct based on a wide array of criteria which may change from time to time, including ethnic, national, cultural, racial, religious or gender classification. We serve a variety of such communities, including Women, Hispanic-Americans, African-Americans, Asian-Americans, Disabled, Military Professionals, and Lesbian, Gay, Bisexual and Transgender (LGBT). Our goal is (i) to assist our registered users and members in their efforts to connect with like-minded individuals, identify career opportunities within the network and (ii) connect members with prospective employers while helping the employers address their workforce diversity needs. We believe that the combination of our solutions allows us to approach recruiting and professional networking in a unique way and thus create enhanced value for our members and clients.

On November 7, 2016, we consummated the issuance and sale of 1,777,417 shares of our common stock, par value \$0.01 per share, to Cosmic Forward Limited (“CFL”), a Republic of Seychelles company wholly-owned by four Chinese investors. In connection with that transaction, CFL shareholder Maoji (“Michael”) Wang was appointed as Chief Executive Officer and a Director of the Company, and CFL shareholder Jingbo Song was appointed as a Director of the Company serving as the Company’s Co-Chairman of the Board. On December 1, 2016 our Board of Directors (“Board”) authorized the proper officers of the Company to take all action required to create subsidiaries in both Hong Kong and China in order to facilitate expansion of the Company’s business into China. In January of 2017, the Company established two Hong Kong subsidiaries, PDN (Hong Kong) International Education Ltd and PDN(Hong Kong)International Education Information Co., Ltd, and in March of 2017 the Company established its China subsidiary, PDN (China) International Culture Development Co. Ltd. In November of 2017, Jiangxi PDN Culture Media Co.,Ltd became a consolidated variable interest entity. We are currently executing our strategic plan to build in China entirely new networking, training and education businesses. We believe that coupling the Company’s expertise in networking and careers with the CFL owners’ expertise in the China market will provide us with an opportunity for success with our overseas expansion.

#### Our Strategy

Following CFL’s investment in the Company’s in November 2016, we began efforts to leverage PDN’s assets to maximize profitability, beginning with refining operations and enhancing sales in order to transform the Company from historical losses to future profits. The Company currently provides services for employers’ who want to hire diverse talent, to individuals seeking to network on a professional level and to job seekers who desire to improve their professional situation. Since the control investment in PDN by CFL, we have successfully expanded operations in China in three primary segments that relate to the core US operations. In China, we have launched educational services, business and women’s networking. We now offers membership in the International Association of Women, The Business Elite Club and Educational Services. As a result, in 2017, we began offering our educational, business and networking services to our new members in China and also extended our reach to the Global Women’s Forum Event in Paris, France, for elite members from China.

The core diversity recruitment business expanded in 2017 to include executive placement services for leading companies seeking to hire diverse talent. This new business line addresses a need for employers who want to secure leading diverse talent in management, senior management and executive capacities. Initial efforts have been focused on securing talent in digital transformation and finance. Our diversity recruitment business provides additional value for our other business segments by providing our registered users and members with access to employment opportunity at leading companies.

In 2018, we plan to continue to refine the operations within the United States to become more efficient, as we seek to profitably launch new products and services. Second, we intend to further grow our business in China.

Our strategy encompasses the following key elements:

- Grow and diversify our member and client base;
- Maximize revenue through synergies among the segments;
- Launch new products and services;
- Streamline infrastructure to capture efficiency; and
- Continue to expand in diversity recruitment by growing our core offerings of recruitment advertising, The Office of Federal Contract Compliance Programs (OFCCP) compliance offerings and now our new diversity placement services.

## Industry Overview

The diversity recruitment market is highly fragmented and is characterized by the following trends:

- *Regulatory Environment Favorable to Promoting Diversity in the Workplace.* In August of 2011, President Obama signed Executive Order 13583 to establish a coordinated government-wide initiative to promote diversity and inclusion in the federal workforce. This Executive Order requires companies considering contracting with the federal government to be prepared to demonstrate the diversity of their workforce. Certain companies that have federal contracts are subject to this Executive Order. In the public sector, the Dodd–Frank Wall Street Reform and Consumer Protection Act (the “**Dodd-Frank Act**”) mandated that each of the eight U.S. financial agencies, including the Department of the Treasury, the Securities and Exchange Commission, the Federal Deposit Insurance Corporation and the Office of the Comptroller of the Currency, and twelve Federal Reserve banks create Offices of Minority and Women Inclusion (“**OMWI**”) to be responsible for all agency matters relating to diversity in management, employment and business activities. The OMWI monitor diversity within their ranks as well as within the pool of contractors who provide goods and services to the government.
- *Growing Ethnic Diversity of the U.S. Population and Labor Force.* Multicultural groups are the fastest growing segment of the U.S. population. Hispanics, African-Americans, Asian-Americans, and all other multicultural groups were estimated by the U.S. Census Bureau to make up 38% of the U.S. population in 2014, with census projections showing that multicultural populations will become a numeric majority by 2044. According to the U.S. Census Bureau, 2014 National Projections, the multicultural population is expected to increase 95% between 2014 and 2060. In sheer numbers, Hispanic-Americans are expected to experience the most growth among diversity groups, growing from 17% of the total population in 2014 to 29% by 2060. African-American population is expected to increase from 14% in 2014 to 18% in 2060, and Asian-American population from 6% in 2014 to 12% in 2060. Not surprisingly, diversity recruitment is increasingly becoming a common, if not standard, business practice by major employers. According to the Current Population Survey conducted by the Bureau of Census for the Bureau of Labor Statistics, of the 2015 annual average of approximately 149 million employees nationwide, approximately 47% were women and approximately 34% were Hispanic, African American or Asian American. According to a job report on private sector hiring published by the U.S. Equal Employment Opportunity Commission in July 2015, the percentage of minority employment in the U.S. compared to overall employment grew from 11% in 1966 to 37% in 2014. In the U.S., Hispanic-Americans had the fastest growth rate in the U.S. private sector, with employment of Hispanic-Americans increasing from 2.5% to 13.9% between 1966 and 2013. The share of the labor force that is Hispanic-American is projected to increase from 16.3% in 2014 to 19.8% in 2024, according to the Bureau of Labor Statistics.

- *Demographic Trend Toward Women's Career Advancement.* According to the U.S. Bureau of Labor Statistics, there were over 74 million women 16 years old and over in the workforce as of January 2016. The number of women in the labor force is expected to increase to 77.2 million by 2024. In 2015, women accounted for 52% of all workers employed in management, professional, and related occupations. According to the Current Population Survey conducted by the Bureau of Census for the Bureau of Labor Statistics, in 2015 women also made up the majority of healthcare support occupations (87.6%) and healthcare practitioners and technical occupations (75.1%), the occupations expected to grow most rapidly between 2014 and 2024.
- *Rising Spending Power of Diverse Population.* IPDN US segments are focused on providing professional enhancement tools to diverse Americans including women. We believe diverse professionals are underserved and represents a very strong opportunity to enhance our shareholders value. Published by the Selig Center for Economic Growth, the report estimates the nation's total buying power reached \$13.9 trillion in 2016 and predicts it will hit \$16.6 trillion by 2021, with minority groups making the fastest gains. For example, African-American buying power, estimated at \$1.2 trillion in 2016, will grow to \$1.5 trillion by 2021, making it the largest racial minority consumer market.
- *Increasing Socialization of the Internet.* The Internet has revolutionized how information is created and communicated - a wealth of information is readily accessible by browsing the Internet anonymously. However, we believe the social aspect of the Internet is emerging as an increasingly powerful influence on our lives. While an individual's interpersonal connections traditionally have not been visible to others, social and professional networking websites enable members to share, and thereby unlock, the value of their connections by making them visible. Today, personal connections and other information, such as online social and professional networking websites, are increasingly becoming a powerful tool for a growing population of users to connect with one another.
- *China – Demand for Our Services.* Over the past two decades the Chinese economy has experienced sustained, hyper growth. The female population in China currently exceeds 675 million women, and women control approximately 38% of business activities and 50% of business revenue. Our Chinese officers and directors believe that China therefore presents a high demand economy for our core services – professional networking for women and career services for job seekers and employers.

## Our Solutions

We currently operate in four business segments: (i) Professional Diversity Network (“**PDN Network**”), which includes online professional networking communities with career resources tailored to the needs of various diverse cultural groups, (ii) National Association of Professional Women (“**NAPW Network**”), a women-only professional networking organization, (iii) Noble Voice operations (“**Noble Voice**”), a career consultation and lead generation service, and (iv) China operations (“**China Operations**”). In 2017, our PDN Network, NAPW Network, Noble Voice, and China Operations businesses represented 12.8%, 43.0%, 27.1%, and 17.1% of our revenues, respectively. In 2017 we launched the International Association of Women in China and in 2018 we have been transacting new memberships under the International Association of Women brand in the USA. Also, on December 2, 2017, PDN China held its largest education and training event of the year. The event, “The International Capital Leadership Summit”, took place in Beijing, China.

For financial information about our operating segments please see Note 17 of our Consolidated Financial Statements included in this Annual Report.

## *NAPW Networking*

The NAPW Network is a professional networking organization for women, with approximately 954,000 paid and unpaid members as of December 31, 2017. We use the term “member” to describe a consumer who has viewed our marketing material, opted into membership with the NAPW Network, provided demographic information and engaged in an onboarding call with a membership coordinator. Paid memberships provide greater access to networking opportunities and other membership perks, including access to upgraded packages. We believe NAPW Network is the most prominent women-only professional networking organization in the United States. Members of the NAPW Network enjoy a wealth of resources dedicated to developing their professional networks, furthering their education and skills and promoting their businesses and career accomplishments.

We provide NAPW Network members with opportunities to network and develop valuable business relationships with other professionals through NAPW’s website, as well as at events hosted at approximately 209 local chapters across the United States. PDN Network products and services are being deployed to provide enhanced value to the NAPW membership experience, which we believe will be an important component in increasing both the number of new memberships and renewals of existing memberships.

*NAPW eChapter.* NAPW operates a series of virtual national chapter meetings, hosted by Star Jones, President of NAPW, and Louise Newsome, National Director of Local Chapters. The events are held online bi-weekly, and include presentations by Ms. Jones, and a panel discussion including NAPW VIP members on topics focused on inspiring professional women to tackle and overcome challenges encountered in their careers and businesses. Topics are aligned with NAPW’s content strategy and include discussions on finding and igniting your passion, turning passion into opportunity, building confidence and professional growth through taking on new challenges. The on-line events also include the opportunity for members to network with other participants in the live chat room. The event attracts approximately 1,000 registrants and 300-350 participants. We define registrants as those who enroll in an eChapter meeting but for some reason fail to attend, and participants as those who both enroll and attend. We track registrants, though they do not attend, because they are an indicator of our marketing reach and membership engagement.

*NAPW eCoaching.* NAPW also operates a bi-weekly virtual coaching event, where VIP members who are personal and professional coaches provide participants with insight and tips on how to overcome career and business challenges. Hosted by Louise Newsome, NAPW’s National Director of Local Chapters, our unique virtual coaching platform connects our members with professional life and career coaches from within the NAPW membership base. Through this event, members gain insight, guidance and inspiration to help them maximize their personal and professional potential. Topics include the Power of Intentionality - Turning Good Intentions Into Actions, The Power of Authentic Communication, and Confident Steps To Create a Thriving Life. The on-line events also include the opportunity for members to network with other participants in the live chat room. The event attracts approximately 800 - 1,000 registrants and 250 - 300 participants.

*Professional Identity Management.* Through the NAPW Network website, NAPW Network members are able to create, manage and share their professional identity online and promote themselves and their businesses. NAPW Network members can also promote their career achievements and their businesses through placement on the NAPW Network website’s home page, in proprietary press releases, in the online Member Marketplace and in monthly newsletter publications. In addition, the PDN Network provides members with direct access to employers seeking to hire professional women at a high level of connectivity and efficiency. Our synergies enable us to match members with our employment partners and then converse with the member to confirm such member’s desire to take the position to which we matched them, confirm that member is qualified for the position and directly notify the employer about a member that we have qualified and confirmed has completed an application within the employer’s recruitment system.

*Networking Events.* Historically, NAPW Network’s offline networking opportunities included monthly local chapter events and a large National Networking Conference NAPW. In 2017, we held Power Networking events in eight cities. We expect to continue to leverage the existing PDN Network events platform to host NAPW networking events in major markets around the nation. Because PDN Network networking career events are already being conducted we have the ability to add an additional event for NAPW at the same venue, one hour after the PDN Network event ends, at a substantially lower cost compared to hosting a stand-alone NAPW event. Employers who sponsor the PDN Network career networking events will have the opportunity to participate in the NAPW event and meet with members to discuss employment opportunities in what we believe is an inviting and upscale networking environment. We believe that providing the opportunity for NAPW Registered Users to meet, outside of the monthly local chapter events and the single national event, will add value to all NAPW Registered Users through allowing them to attend any or all of our PDN Network events. Non-members may also attend, subject to certain restrictions.

*Access to Knowledge.* In addition to networking and promotional opportunities, NAPW Network also provides to its members the ability to further develop their skills and expand their knowledge base through monthly newsletters, online and in-person seminars, webinars and certification courses.

*Upgraded Memberships and Ancillary Products.* Upgraded packages include the VIP membership, which includes additional promotional and publicity tools as well as free access for the member and a guest to the National Networking Summits and continuing education programs; the press release package, which provides members with the opportunity to work with professional writers to publish personalized press releases and thereby secure valuable online presence; and the registry product, which allows members to create a durable, historical record chronicling their career achievements.

*Partner Discounts.* We also offer to NAPW Network members exclusive discounts on third-party products and services.

*IAW Global Women’s Network.* This network offers in-person networking with like-minded women to foster enhanced career connections and opportunities. Members can promote their brands, identify new career opportunities, and build lasting relationships at monthly meetings and events. Hosted by Star Jones, these interactive events allow members to improve their verbal resumes, expand their networks, and hear from inspiring speakers. Regional and National Conferences provide inspirational panels, unique networking opportunities, and the chance for members to promote their business or services. Our partners allow members to explore events outside the US and create opportunities to network with women around the world.

#### ***PDN Network***

*Recruitment Solutions.* The PDN Network consists of several online professional networking communities dedicated to serving diverse professionals in the United States and employers seeking to hire diverse talent. We use the word “professional” to describe any person interested in the Company’s websites presumably for the purpose of career advancement or related benefits offered by the Company, whether or not such person is employed and regardless of the level of education or skills possessed by such person. Our networking communities harness our relationship recruitment methodology to facilitate and empower professional networking within common affinities. We believe that those within a common affinity often are more aggressive in helping others within their affinity progress professionally. We operate these relationship recruitment affinity groups within the following sectors: Women, Hispanic-Americans, African-Americans, Asian-Americans, Disabled, Military Professionals, Lesbians, Gay, Bisexual and Transgender (LGBT), and Students and Graduates seeking to transition from education to career.

As of December 31, 2017, the Company had approximately 10,266,000 registered users. We use the term “registered user” to describe a consumer who has affirmatively visited one of our properties, opted into an affinity group and provided us with demographic or contact information enabling us to match them with employers and/or jobs, and to sell them ancillary products and services. We expect that continued registered user growth of the PDN Network will enable us to further develop our list of online professional diversity networking and career placement solutions. We currently provide access to our PDN Network websites to registered users at no cost. The Company is exploring various partnerships with other service providers to increase their offerings to both job seekers and employers. Our goal is to use an asset light approach to provide quality products and services, to increase our value to those we serve and drive additional capital without significant capital investments. For example, we announced our partnership with Diverst, the leading provider of Diversity & Inclusion software. Leveraging our existing assets through relationships with other technology firms such as Diverst allows us to grow our relationships with employers without investing in sophisticated, proprietary resources.



We offer to large and medium employers seeking to diversify their employment ranks, and to third party recruiters (i) real-time solutions that deliver diverse talent, (ii) advertising and promotion of their job opportunities to our networks of diverse professionals and (iii) assistance with posting their job opportunities to career agencies in a manner compliant with the regulations and requirements of the Equal Employment Opportunity OFCCP, including those of state and local governments. Our recruitment advertising solutions promote hiring and retention success by providing job seekers with information that we believe allows them to look beyond a corporate brand, deeper into employers' core values. We use sophisticated technology to deliver recruitment advertising using internet banner ads and email marketing targeted by geography and occupation, based upon data from our audiences' profiles and job searches on our websites. As of December 31, 2017, we had over 1,000 companies utilizing our products and services.

*Networking Events.* In addition to online networking, our registered users can participate in a number of local and national events held across the United States, including monthly NAPW local chapter meetings, business expos, charitable events and other events developed specifically to facilitate face-to-face networking with other professionals. In 2016, we held over 20 Career Networking Conferences, including NAPW's three-city National Networking Summit Series and two online career fairs for veterans and their spouses. We schedule NAPW Network events after PDN Career Networking Conferences in order to create opportunities for employers participating in the PDN Network events to receive exposure to more candidates. In addition, we derive new members for both our PDN Network affinities and NAPW Network membership roll from participation in the events, promote retention among paying NAPW Network members and derive goodwill and positive publicity for our corporate brands.

*Career Fairs.* Through our Events business, a part of our PDN Network business segment, we produce premier face-to-face recruiting events we call Professional & Technical Diversity Career Fairs. The Company's diversity events help employers connect with a new marketplace of diverse professionals. Our events are the only events of their type endorsed by leading organizations such as the NAACP, Urban League, BDPA and others. Participating employers range from Fortune 500 companies to federal, state and local agencies and from smaller employers to non-profit organizations, all of which seek a proactive approach to diversity recruiting. We also produce career fairs as part of high-profile national events such as the NAACP National Convention, the Urban League National Conference and HBCU sorority and fraternity conferences. In 2016 we added virtual career fairs serving veterans, women and STEM professionals.

*PDN Quick.* Our new Hire AdvantEdge product allows us to sell the qualified candidate lead referral service to employers via an e-commerce model. Hire AdvantEdge is a data-driven product, which matches registered users with jobs offered by our employment partners, qualifies those registered users for our partners' jobs, secures an indication of interest, and directly provides our partner with the registered user's information or submits an application on behalf of the registered user to our partner's recruitment system. This allows us to deliver to recruiters qualified candidates in an efficient manner with very little lag in time. Hire AdvantEdge was made possible by the combination of Noble Voice's current interaction with job seekers, its technology and Professional Diversity Network's relationships with employers who desire to recruit qualified diverse talent. The PDN Network Hire AdvantEdge product delivers enhanced membership value to those registered users seeking to reenter the workforce or to upgrade their professional employment condition. This benefit comes at no additional cost to members, reinforcing the membership value proposition and creating long-term value.

*PDN(Hired).* We use matching and targeting technology to match members with our partners on a renewing license basis, designed to provide the Company with increasing residual income as we add new partners and sell additional licenses. Though in its early stages, the PDN(Hired) product is a significant step towards increasing online sales in a scalable and residual manner. In 2016 we combined the functionality of these two products and relaunched them as PDN Quick. This product meets the increased demand of entry level and hourly workforce needs of our clients. The product is a solution for America's shrinking unemployment rate which has decreased the amount of readily available hourly/part-time workers but driven demand higher for growing employers. PDN Quick harnesses the 5,000 daily inbound candidate interactions PDN receives and geographically matches these candidates to our clients in real-time while also screening for the exact job requirements needed by each client. The product has a unique Pay Only For Performance structure in which employers only pay when qualified and interested candidates are delivered directly to them for specific in-demand roles. The product utilizes SMS Texting technology to reach interested candidates which creates very little lag time and increased savings and efficiencies for both PDN and our clients. PDN Quick is offered to employers on a Cost Per Applicant ("CPA") basis. This enables employers to pay only for applicants they receive, as opposed to a diversity outreach campaign that promotes job openings for a fixed amount based on the number of jobs offered and the duration of the job promotions.

*PDN Diversity Placement.* In 2018, the Company launched a diversity placement service that has initially focused on high demand positions in digital transformation and finance. We are currently recruiting for leading employers who pay a monthly license fee and a percentage of the first year's annual salary plus bonus for candidates we source and they hire. We believe our superior brand positioning, large network of diverse talent and our vast employer relationships position us well for continued growth in this segment in 2018 and beyond.

## *Noble Voice*

The Noble Voice call centers screen and match callers for real-time job placement. The Noble Voice division typically conducts over 30,700 career consultations per week. We monetize these consultations by using proprietary technology to drive inexpensive online traffic to our offline call centers and generating value-added leads, which we sell to strategic partners who provide continuing education and career services. Noble Voice maintains a sophisticated Customer Relations Management database and interface (“**CRM**”) and marketing controls, and is able to efficiently manage the number of consultations to match demand. Specifically, Noble Voice promotes leading employers’ job openings online through our web properties and other online locations, and then seeks to match job seekers with promoted openings available through our employer partners. This allows our partners to acquire diverse applicants, either on a CPA or term base. Our PDN and Noble Voice segments coordinate their activities to create opportunities for diverse job seekers and value for employers who desire to recruit diverse talent. Noble Voice’s technology also allowed us to improve our methods of communication for lead-generation, deliver upgraded benefits to our NAPW Network members, PDN Network registered users and our clients through their client portal, launch NAPW Network’s new website in 2015, drive a significant increase in web traffic and time on site and greatly increase the rate of new user registrations on our online properties.

## *China Operations*

The Company began establishing business operations in China in 2017. Our business activities, similar to those in the United States, will focus on providing tools, products and services in China, which will assist in personal and professional development. Our business plans are developed in an asset light format, with the goal of providing maximum positive results for the Company and our customers, with the least capital investment possible. We are cooperating with existing companies and organizations in China in a manner that will deliver best in class products and services, in a short time frame with minimum investment from the Company.

### *Women’s Networking in China*

The Company’s NAPW women’s networking asset gives us the ability to develop and begin similar affinity networking operations in China. We have named our China expansion of NAPW “The International Association of Women” (the “IAW”). IAW will have similar elements as NAPW, but its scope has been customized and expanded to meet the particular needs of Chinese women. The association will be supported by a proprietary web platform that will have key networking functions, including but not limited, to members profile, with members picture and biography. The site will facilitate searching for other members, adding members to one’s platform, posting alerts and updates, endorsing members, suggesting members to other members, job seeking functions, job opportunity advertising from employers seeking to hire IAW members and other functions to support personal and professional development. The IAW website will also serve as a platform for product and service offerings for training and social networking for women in China. IAW plans to integrate various resources to build a new concept for clients : to create part of the cross-border internet, to mix traditional models with internet models and to explore online and offline resources as well as to allow members to build individual social circles of one’s own in the new internet age.

More than only an online network, IAW is intended to be a bilingual, international social platform through which members can enjoy high quality private customized service. We plan on having a very significant structure of off-line activities, events and resources, to facilitate personal and professional development of women in China and further, to expand benefits to other women in other nations. In the near term, we plan on leveraging our NAPW capabilities to provide benefits for our IAW members traveling in the United States. Furthermore, IAW will provide members with personal assistance by which members can enjoy one to one high-end services determined by members’ immediate needs. The platform will provide financial “account housekeepers”, health advisors, exclusive image designers, legal consultations, translation orientation, child care referrals and other comprehensive high-end services in China.

## *Education and Training for Accomplished Chinese Business People*

The Company plans on launching education and training seminars in China and in the United States. The events in China will feature leading experts in business, finance, social networking and lifestyle issues. These events will benefit participants by delivering timely, focused and meaningful content, and at the same time, allow for participants to network together in a manner that will be mutually beneficial. We also plan on starting experiential educational travel seminars, where we will host smaller groups to travel to the United States for extended education, training and mutual cooperation with respected members of the United States Society.

The Company held its first event on March 25, 2017, the 2017 “Sharing Economy Summit,” which was hosted by Hangzhou Shihai Cultural Creativity Co., Ltd. at the Dongguan Malachite International Hotel. Its theme addressed numerous issues, including how to move from traditional communications to modern networking and how to transform and upgrade businesses by seizing the opportunities of the sharing economy in the internet era. The summit attracted more than 2,000 participants.

Since our first event we have held additional events in China, culminated by our final and largest event in December 2017. The event, produced as a series of summit events, was held on December 2-3, 2017 in Beijing, China at the Jiuhua Resort and drew nearly 5,000 paid and non-paid participants both in person and online. The event company behind the event was Shanghai Yuanfu Cultural Company, known for previously having worked on the Olympics. The event was organized by PDN (China) International Culture Development Co. Ltd and Jiangxi PDN Culture Media Co.,Ltd, and the co-hosts of the event were Xinhua News Agency and China Fortune Media Group. Due to strong demand, the event was made available in China via a paid online webcast.

PDN formed our relationship with China Fortune Media Group with the intent of establishing an international elite entrepreneurial club. This club charges a membership fee and provides benefits to members working with national and foreign capital sources, investment professionals, and projects with the goal of accessing capital and financial resources both at home and abroad.

China Fortune Media Group was founded and established by the Xinhua News Agency and approved by the State Council and the Central Publicity Department. It consists of China Securities Journal, Shanghai Securities News, Economic Information Daily, Xinhua Publishing House, China Fortune Net and Huaxin Asset Management Company. The group was created by Xinhua News Agency as a comprehensive, state-of-the-art technological, omni-media modern media group.

The Company received positive feedback from attendees about the topic of the forum, and especially about Vice Chairman of the Nasdaq, Mr. Bruce Aust’s participation. Mr. Aust participated in an exclusive one-on-one Q&A session with PDN President Ms. Star Jones. Afterwards, they were joined by other prominent Chinese CEOs for a roundtable discussion.

## **Operations: Sales, Marketing and Customer Support**

### ***Sales and Marketing***

We sell NAPW/IAW Network membership subscriptions offline through our NAPW/IAW Network sales force, which currently includes 21 sales professionals, all of whom sell initial membership services. We developed a secure, work-from-home technology along with a training and supervision platform aimed at reducing the overhead costs, increasing per-representative profitability, and offering our sales professionals flexible working arrangements. All sales representatives are capable of selling upgraded memberships and ancillary products. We believe that we maintained high visibility for the NAPW Network during 2017 through its nearly 300,000,000 advertisements served online, in-person impressions through its live networking activities and interactions via its online properties and social media accounts. The number was lower than previous years as we segmented ads and targeted our audiences, which was designed to yield a lower cost per impression and provide a higher return per marketing dollar spent.

Our PDN sales resources for recruitment and recruitment advertising products and services include a sales force with 11 sales professionals, third-party strategic partners who deliver employers with demand for our products, and technology, which facilitates e-commerce transactions. We market directly to employers and third-party recruiters. Our sales team uses a combination of telephone, email and face-to-face marketing, including personal visits to companies or their recruitment agencies, as well as appearances at industry and trade group events where diversity recruitment recruiters are in attendance. We have also formed strategic alliances with parties who are able to help extend our organic reach. In addition, we are developing purely online marketing channels to bring recruiters to us in bulk and use products based on a matching and targeting technology to facilitate sales. Our recruitment and recruitment advertising sales force is divided between three groups: (i) the “table-setters,” who are responsible for setting up first meetings with prospect companies, (ii) the career sales professionals, who conduct the first meeting and mature the conversation to a successful conclusion, and (iii) sales professionals who provide ongoing account management and are responsible for successful client renewals. We have specialty units within our sales force dedicated to serving: (i) federal, state and local governments and companies and contractors who serve these governmental entities, (ii) small and medium sized businesses as defined by companies with less than 2,500 employees and (iii) large enterprises with greater than 2,500 employees.

Noble Voice's main operation is housed in Chicago, IL after PDN consolidated offices into one location in August 2017. The Chicago call center is capable of supporting roughly 100 call center representatives at any one moment. Currently, 58 total agents are employed in the Chicago location. Additionally, Noble Voice employs 62 agents work as independent contractors in a work-at-home model. These agents are centered in the Detroit, MI area. Nearly 100% of Noble Voice call traffic is generated through an inbound call model stemming from SMS text messaging and/or organic traffic from websites. Noble Voice sends roughly 95% of these texts itself and purchases the remaining inbound calls from partnerships with outside vendors, once those companies are properly vetted and deemed compliant with appropriate regulations and requirements.

### ***Customer Support, Compliance and Testing***

In addition to our sales professionals, we also employ support teams to provide customer support, compliance and testing. Our customer support teams, located in our Garden City, NY and Chicago, IL offices, work together to improve engagement with our members and to ensure a high degree of member satisfaction and retention. Our compliance team focuses on ensuring the integrity of the NAPW Network sales process. The team works closely with customer support and sales management to ensure that sales are conducted in an ethical manner and to identify sales representatives who would benefit from enhanced training. Our testing team consists of representatives who work with our Development and Executive teams to identify new lead-generation, sales and membership product opportunities, and to test those as well as new approaches to our current sales.

### **Our Strengths**

We believe the following elements give us a competitive advantage to accomplish our mission:

- *Dedicated Focus on Diverse Professionals.* Our focus on providing career opportunities for diverse professionals differentiates us from other online social networking websites, such as Facebook. We believe our websites have a distinctly career-oriented feel and utility when compared with other online social networking websites. We believe that users prefer to manage their professional and social identities and contacts separately. While other online professional networking websites, such as LinkedIn, also have a professional focus, we are singularly focused on diverse professionals in the United States. We believe that we communicate effectively with each of our diverse communities and create environments that harness a natural affinity among members of common culture, ethnicity, gender, orientation, nationality and experience to stimulate increased member trust, networking and engagement.
- *Online and Offline Diversity Career Services.* The Company has a comprehensive and coordinated method of connecting diverse job seekers with companies seeking to hire diverse employees. Our advantage comes through our call center operations which facilitate timely, accurate matching of job seekers and employers. Many competitors do not have such a service in-house. Additionally, we operate live and virtual job fairs which allow job seekers and employers to meet one-on-one. Many competitors also have to outsource this service. We provide a wide continuum of contact points to facilitate employers' desire to identify and hire diverse talent in an OFCCP-compliant manner.
- *Platform That Harnesses the Power of Web Socialization.* We believe that our membership base will continue to grow and that our platform will be an increasingly powerful tool that enables our members to leverage their connections and shared information for the collective benefit of all of the participants on our platform. We believe that we are the first online professional network to focus on the diversity recruitment sector.
- *Relationships with Strategic Partners.* We believe that our relationships with strategic partners are difficult to replicate and give us a competitive advantage in the networking opportunities, career tools and resources we can offer to our members, as well as the diverse audiences we can access for employers and advertisers.

- *Relationships with Professional Entities & Organizations.* Our team has experience working with multicultural professional organizations. We partner with a number of leading minority professional organizations, including:
  - DisabledPersons.com;
  - Ebony Magazine
  - The Griot
  - HireVeterans.com
  - National Association of Hispanic Journalists (NAHJ)
  - Illinois Hispanic Nursing Association
  - IT Diversity Careers
  - The Commonwealth Compact
  - Greek Diversity
  - Latinos in Information Science and Technology Association (LISTA)
  - Job Opportunities for Disabled American Veterans (JOFDVA)
  - Veterans Exchange
  - National Association of African Americans in Human Resources
  - National Association for the Advancement of Colored People (NAACP)
  - The National Urban League
  - VFW Veterans Job Board Vetjobs
  - Wall Street Warfighters
  - Women in Biology
  
- *Customized Technology Platform.* Our technology platform has been custom-designed and built to facilitate networking engagement, job searching, real-time job qualification and matching, and text-based communications.

We believe that the following elements give us a competitive advantage with respect to the NAPW Network:

- *Exclusive Focus on Professional Women.* As a result of NAPW Network's exclusive focus on professional women, we believe that through NAPW Network we provide a secure and less intimidating environment within which our members can successfully network and establish new and lasting business relationships.
  
- *Attractive Industry Demographic Trends.* Favorable demographic trends regarding women's participation in the labor force will further the growth in NAPW Network's membership base and we have first-mover advantage with respect to generalized professional networking for women.
  
- *Large, growing and diverse national membership base.* We believe that NAPW Network is the largest women-only networking organization in the United States by number of members, with approximately 954,000 members located in all 50 states, Puerto Rico and the U.S. Virgin Islands. The membership base of the NAPW Network is diverse in terms of ethnicity, age, income, experience, industry and occupation. It includes members from small and large corporations, as well as entrepreneurs and business owners. We believe the diversity of the NAPW Network membership base is a key component of its value.
  
- *Comprehensive Product and Service Offerings to Deliver Value to Members.* We believe that our comprehensive product offerings provide women valuable tools to help them advance their careers and expand their businesses. Through networking opportunities online and at local chapter events in their communities, regional events and the NAPW Network national Networking Conference, discounts provided on seminars, webinars and educational certification courses, and opportunities to promote themselves and their businesses, NAPW members are provided the opportunities and tools for their professional development.
  
- *Business Model with Efficient Member Acquisition and Recurring Cash Flow.* We believe that NAPW Network's direct marketing lead generation efforts, which utilize both direct mail and digital strategies, are among the most efficient in the industry as measured by our internal response and click-through rates. This efficiency, combined with our effective call center operations, results in what we believe to be our market leading members acquisition process and direct variable contribution. Further, NAPW Network memberships renew annually, providing a valuable recurring stream of cash flow.

## **Strategic Alliances**

We consider our partner alliances to be a key value to our clients because it enables us to expand our job distribution and outreach efforts. We continue to expand our relationships with key strategic partners that we believe are valuable to our core clients, as noted in section “*Our Strengths*” above.

## **Operations: Geography**

Our headquarters is located in Chicago, Illinois, and houses our Executive Co-Chairman and our CFO, as well as many of our sales, marketing and IT personnel. We also have an office in Minnetonka, MN where our telesales team for our Events business is located. Websites for the PDN Network are hosted by Engine Yard based in San Francisco, California. Engine Yard provides a robust and easy platform for our hosting needs, allowing us to scale up resources to meet our peak needs. It also allows us to quickly and easily deploy website updates. Our websites have backup and contingency plans in place in the event that an unexpected circumstance occurs.

Membership service operations for the NAPW Network are located in Garden City, New York. NAPW Network’s newsletter and other publication operations are also based in Garden City, New York.

Noble Voice maintains a call center and has telesales agents in Chicago, Illinois.

Our headquarters in China is located in Guangzhou, Guangdong Province, China. We also have an office in Jiangxi, China.

## **Intellectual Property**

To protect our intellectual property rights, we rely on a combination of federal, state and common law rights, as well as contractual restrictions. We rely on trade secret, copyright and trademark rights to protect our intellectual property. We pursue the registration of our domain names and trademarks in the United States. Our registered trademarks in the United States include the “iHispano” mark with stylized logo, the “Black Career Network” mark with stylized logo, the “Professional Diversity Network” mark with our tagline “the power of millions for the benefit of one,” the name “National Association of Professional Women” and “NAPW,” and the name “International Association of Women” and “IAW.” We also own the copyrights to certain articles in NAPW publications. We strive to exert control over access to our intellectual property and customized technology by entering into confidentiality and invention assignment agreements with our employees and contractors and confidentiality agreements with third parties in the ordinary course of our business.

Our efforts to protect our proprietary rights may not be successful. Any significant impairment of our intellectual property rights could adversely impact our business or our ability to compete. In addition, protecting our intellectual property rights is costly and time-consuming. Any unauthorized disclosure or use of our intellectual property could make it more expensive to do business and adversely affect our operating results.

## **Competition**

We face significant competition in all aspects of our business. Specifically, with respect to our members and our recruitment consumer advertising and marketing solutions, we compete with existing general market online professional networking websites, such as LinkedIn and Monster Worldwide, Inc., as well as ethnic minority focused social networking websites, such as Black Planet and LatPro, and other companies such as Facebook, Google, Microsoft and Twitter that are developing or could develop competing solutions. We also generally compete with online and offline enterprises, including newspapers, television and direct mail marketers that generate revenue from recruiters, advertisers and marketers, and professional organizations. With respect to our hiring solutions, we also compete with traditional online recruiting companies such as Career Builder, talent management companies such as Taleo, and traditional recruiting firms. With respect to our call center business focused on lead generation, Noble Voice potentially competes with a large number of call centers of various sizes. However, Noble Voice focuses on career and for-profit education lead generation. While there is competition in that niche, the industry subset in which Noble Voice competes presents an opportunity for collaboration rather than true competition. Additionally, the size of our Noble Voice operation allows for continued relationships with lead aggregators as long as those companies wish to continue as well as the potential expansion of business contracts within the niche.

Larger, more well-established companies may focus on professional networking and could directly compete with us. Other companies might also launch new competing services that we do not offer. Nevertheless, we believe that our focus on diverse online professional networking communities and the number of registered users or members, as the case may be, overall and within each affinity that we serve, are competitive strengths in our market.

## **Government Regulation**

We are subject to a number of federal, state and foreign laws and regulations that affect companies conducting business on the Internet. These laws are still evolving and could be amended or interpreted in ways that could be detrimental to our business. In the United States and abroad, laws relating to the liability of providers of online services for activities of their users and other third parties are currently being tested by a number of claims, including actions based on invasion of privacy and other torts, unfair competition, copyright and trademark infringement and other theories based on the nature and content of the materials searched, the advertisements posted or the content provided by users. Any court ruling or other governmental action that imposes liability on providers of online services for the activities of their users and other third parties could materially harm our business. In addition, rising concern about the use of social networking technologies for illegal conduct, such as the unauthorized dissemination of national security information, money laundering or supporting terrorist activities may in the future produce legislation or other governmental action that could require changes to our products or services, restrict or impose additional costs upon the conduct of our business or cause users to abandon material aspects of our service.

In the area of information security and data protection, many states have passed laws requiring notification to users when there is a security incident, or security breach for personal data, or requiring the adoption of minimum information security standards that are often unclear and difficult to implement. The costs of compliance with these laws are significant and may increase in the future. Further, we may be subject to significant liabilities if we fail to comply with these laws.

We are also subject to federal, state and foreign laws regarding privacy and protection of member data. We post on our websites our privacy policy and terms of use. Compliance with privacy-related laws may be costly. However, any failure by us to comply with our privacy policy or privacy-related laws could result in proceedings against us by governmental authorities or private parties, which could be detrimental to our business. Further, any failure by us to protect our members' privacy and data could result in a loss of member confidence in us and ultimately in a loss of members and customers, which could adversely affect our business.

Because our services are accessible worldwide, certain foreign jurisdictions may claim that we are required to comply with their laws, including in jurisdictions where we have no local entity, employees or infrastructure.

Our direct marketing operations with respect to the NAPW Network are subject to various federal and state "do not call" list requirements. The Federal Trade Commission has created a national "do not call" registry. Under these federal regulations, consumers may have their phone numbers added to the national "do not call" registry. Generally, we are prohibited from calling anyone on that registry. In September 2003, telemarketers were granted access to the registry and are now required to compare their call lists against the national "do not call" registry at least once every 31 days. Telemarketers are required to pay a fee to access the registry. Enforcement of the "do not call" provisions began in late 2003, and the rule provides for fines of up to \$16,000 per violation and other possible penalties. These rules may be construed to limit our ability to market our products and services to new customers. Further, we may incur penalties if we do not conduct our telemarketing activities in compliance with these rules.

Our opt-in process with respect to Noble Voice is governed by the provisions of the Telephone Consumer Protection Act of 1991, as updated (“TCPA”), and other federal and state laws and regulations. Under these regulations, certain types of telephone solicitations are restricted and consumers must affirmatively opt in to being contacted by various methods including automated dialing systems and via text messaging. The TCPA provides for a private right of action against companies that violate its provisions, and allows consumers to sue for up to \$1,500 per violation. These regulations may be construed to limit our ability to market our products and services to new customers. Further, we may incur penalties if we do not conduct our opt-in process in compliance with these rules.

### **Seasonality**

Our quarterly operating results are affected by the seasonality of employers’ businesses. Historically, demand for employment hiring is lower during the first quarter and typically increases during the remainder of the year.

### **Employees**

As of December 31, 2017, we had a total of 167 employees; 145 were full time employees in various U.S. locations and 22 full-time employees in China. We also regularly engage independent contractors to perform various services. As of December 31, 2017, we engaged 79 independent contractors, primarily in our Noble Voice call center. None of our employees are covered by a collective bargaining agreement. We believe that we have good relationships with our employees.

### **Corporate History**

We were incorporated in Illinois in October 2003 under the name of IH Acquisition, LLC and changed our name to iHispano.com LLC in February 2004. In 2007, we changed our business platform and implemented technology to become the operator of communities of professional networking sites for diverse professionals. In March 2012, we changed our name to Professional Diversity Network, LLC. In March 2013, we completed our initial public offering and converted from an Illinois LLC to a Delaware corporation. In September 2014 we acquired the NAPW Network through a merger of NAPW, Inc., a New York corporation (“Old NAPW”) with and into NAPW Merger Sub, Inc., a Delaware corporation and our wholly-owned subsidiary (“Merger Sub”). Upon the closing of the merger under the Agreement and Plan of Merger, between Merger Sub, Old NAPW and Matthew B. Proman, the sole shareholder of Old NAPW, dated July 11, 2014 (the “Merger Agreement”), Old NAPW ceased to exist and Merger Sub continued as the surviving corporation, and a wholly-owned subsidiary of the Company, which was renamed to NAPW, Inc.

We started our operations in China in March 2017. We established two entities in Hong Kong, PDN (Hong Kong) International Education Ltd and PDN(Hong Kong)International Education Information Co., Ltd in January 2017, and the Company established its China subsidiary, PDN (China) International Culture Development Co. Ltd in March 2017. In November of 2017, Jiangxi PDN Culture Media Co., Ltd became a consolidated variable interest entity.

Our principal executive offices are located at 801 W. Adams Street, Suite 600, Chicago, Illinois, 60607 and our telephone number is (312) 614-0950. Our website address is [www.prodivnet.com](http://www.prodivnet.com) . References to our website addressed in this report are provided as a convenience and do not constitute, and should not be viewed as an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

### **ITEM 1A - RISK FACTORS**

Investing in our common stock involves a high degree of risk. *You should carefully consider the risks and uncertainties described below, together with all of the other information in this Annual Report, including our consolidated financial statements and related notes, before making an investment in our common stock ..If any of the following risks are realized, our business, results of operations, cash flows and financial condition could be materially and adversely affected. In that event, the market price of our common stock could decline, and you may lose all or part of your investment.*



## **Risks Related to Our Business and Financial Condition**

***We have incurred net losses, our liquidity has been significantly reduced and we could continue to incur losses and negative cash flow in the future.***

We recorded net loss of approximately \$22.3 million for the year ended December 31, 2017 and \$4.1 million for the year ended December 31, 2016. Our revenue declined from \$26.2 million to \$22.1 million during 2017, yet our costs and expenses increased from \$29.8 million to \$46.1 million, and as a result our losses from operations increased from \$3.6 million to \$24.0 million during 2017. Included in the year ended December 31, 2017 is a \$14.6 million goodwill impairment charge. In addition, we used \$6.3 million in cash flow from operations during the year ended December 31, 2017. We will need to generate increased revenues and implement aggressive cost management to achieve profitability and positive cash flow from operations. Despite our efforts, including our restructuring and cost-cutting program, we may not achieve profitability or positive cash flow in the future, and even if we do, we may not be able to sustain being profitable.

***The market for online professional networks is highly competitive, and if we are unable to compete effectively our sales and results of operations will suffer.***

We face significant competition in all aspects of our business, and we expect such competition to increase, particularly in the market for online professional networks.

Our industry is rapidly evolving and is becoming increasingly competitive. Larger and more established online professional networking companies, such as LinkedIn or Monster Worldwide, may focus on the online diversity professional networking market and could directly compete with us. Rival companies or smaller companies, including application developers, could also launch new products and services that could compete with us and gain market acceptance quickly. Individual employers have and may continue to create and maintain their own network of diverse candidates.

We also expect that our existing competitors will focus on professional diversity recruiting. A number of these companies may have greater resources than we do, which may enable them to compete more effectively. For example, our competitors with greater resources may partner with wireless telecommunications carriers or other Internet service providers that may provide Internet users, especially those that access the Internet through mobile devices, incentives to visit our competitors' websites. Such tactics or similar tactics could decrease the number of our visits, unique visitors and number of users and members, which would materially and adversely affect our business, operating results and financial condition.

Additionally, users of online social networks, such as Facebook, may choose to use, or increase their use of, those networks for professional purposes, which may result in those users decreasing or eliminating their use of our specialized online professional network. Companies that currently do not focus on online professional diversity networking could also expand their focus to diversity networking. LinkedIn may develop its own proprietary online diversity network and compete directly against us. To the extent LinkedIn develops its own network or establishes alliances and relationships with others, our business, operating results and financial condition could be materially harmed. Finally, other companies that provide content for professionals could develop more compelling offerings that compete with us and adversely impact our ability to keep our members, attract new members or sell our solutions to customers.

***If we do not continue to attract new members to the NAPW Network, or if existing NAPW Network members do not renew their subscriptions, renew at lower levels or on less favorable terms, or fail to purchase additional offerings, we may not achieve our revenue projections, and our operating results would be harmed.***

In order to grow the NAPW Network, we must continually attract new members to the NAPW Network, sell additional product and service offerings to existing NAPW Network members and increase the level of renewals. Our ability to do so depends in large part on the success of our sales and marketing efforts. Unlike companies that provide more tangible products, the nature of our product and service offerings is such that members may decide to terminate or not renew their agreements because they do not see their cancellation as causing significant disruptions to their own businesses.

We must demonstrate to NAPW Network members that our product and service offerings provide them with access to an audience of influential, affluent and highly-educated women. However, potential members may not be familiar with our product and service offerings or may prefer other more traditional products and services for their professional advancement and networking needs. The rate at which we expand the NAPW Network's membership base or increase its members' renewal rates may decline or fluctuate because of several factors, including the prices of product and service offerings, the prices of products and services offered by competitors or reductions in their professional advancement and networking spending levels due to macroeconomic or other factors and the efficacy and cost-effectiveness of our offerings. If we do not attract new members to the NAPW Network or if NAPW Network members do not renew their agreements for our product and service offerings, renew at lower levels or on less favorable terms or do not purchase additional offerings, our revenue may grow more slowly than expected or decline.

***We may not be able to successfully identify and complete sufficient acquisitions to meet our growth strategy, and even if we are able to do so, we may not realize the anticipated benefits of these acquisitions.***

Part of our growth strategy is to acquire companies that we believe will add to and/or expand our service offerings.

Identifying suitable acquisition candidates can be difficult, time-consuming and costly, and we may not be able to identify suitable candidates or complete acquisitions in a timely manner, on a cost-effective basis or at all. Even if we complete an acquisition, we may not realize the anticipated benefits of such acquisition. Actual cost savings and synergies which may be achieved from an acquired entity may be lower than expected and may take a longer time to achieve than we anticipate. Our acquisitions have previously required, and any similar future transactions may also require, significant efforts and expenditures, in particular with respect to integrating the acquired business with our historical business. We may encounter unexpected difficulties, or incur unexpected costs, in connection with acquisition activities and integration efforts, which include:

- conflicts and inconsistencies in information technology and infrastructures;
- inconsistencies in standards, controls, procedures and policies, business cultures and compensation structures between us and an acquired entity;
- difficulties in the retention of existing customers and attraction of new customers;
- overlap of users and members of an acquired entity and one of our websites;
- difficulties in retaining key employees;
- the identification and elimination of redundant and underperforming operations and assets;
- diversion of management's attention from ongoing business concerns;
- the possibility of tax costs or inefficiencies associated with the integration of the operations; and
- loss of customer goodwill.

If we fail to successfully complete the integration of an acquired entity, or to realize the anticipated benefits of the integration of an acquired entity, our financial condition and results of operations could be materially and adversely affected.

***We rely heavily on our information systems and if our access to this technology is impaired, or we fail to further develop our technology, our business could be significantly harmed.***

Our success depends in large part upon our ability to store, retrieve, process and manage substantial amounts of information, including our database of our members. To achieve our strategic objectives and to remain competitive, we must continue to develop and enhance our information systems. Our future success will depend on our ability to adapt to rapidly changing technologies, to adapt our information systems to evolving industry standards and to improve the performance and reliability of our information systems. This may require the acquisition of equipment and software and the development, either internally or through independent consultants, of new proprietary software. Our inability to design, develop, implement and utilize, in a cost-effective manner, information systems that provide the capabilities necessary for us to compete effectively would materially and adversely affect our business, financial condition and operating results.

***Our direct sales strategy, which requires personal interaction with employers and third party recruiters, may limit our ability to grow recruitment revenue and recruitment advertising revenue.***

As part of our strategy to market our products and services directly to employers and third party recruiters, we rely on our direct sales force for recruitment revenue and recruitment advertising revenue. We currently employ professionals in sales, sales support and marketing who are trained in selling our products and services. Since its creation in 2013, we have been optimizing the direct sales team and refining the manner in which our products and services are sold. While the Company made progress in growing its direct sales, we have not matured the sales force to the point of predictability, nor have we sold enough services to achieve profitability. There is no assurance that our direct sales strategy we will yield sufficient recruitment revenue and recruitment advertising revenue in the future.

***We may not timely and effectively scale and adapt our existing technology and network infrastructure to ensure that our websites are accessible within an acceptable load time.***

An element that is key to our continued growth is the ability of our members and other users that we work with to access any of our websites within acceptable load times. We call this website performance. We have experienced, and may in the future experience, website disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, human or software errors, capacity constraints due to an overwhelming number of users accessing our websites simultaneously, and denial of service or fraud or security attacks. In some instances, we may not be able to identify the cause or causes of these website performance problems within an acceptable period of time.

If any of our websites are unavailable when users attempt to access them or they do not load as quickly as users expect, users may seek other websites to obtain the information or services for which they are looking, and may not return to our websites as often in the future, or at all. This would negatively impact our ability to attract members and other users and increase engagement on our websites. To the extent that we do not effectively address capacity constraints, upgrade our systems as needed and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business, operating results and financial condition may be materially and adversely affected.

***Our systems are vulnerable to natural disasters, acts of terrorism and cyber-attacks.***

Our systems are vulnerable to damage or interruption from catastrophic occurrences such as earthquakes, floods, fires, power loss, telecommunication failures, terrorist attacks, cyber-attacks and similar events. For systems which are not based in cloud storage, we have implemented a disaster recovery program, maintained by a third party vendor, which allows us to move production to a back-up data center in the event of a catastrophe. Although this program is functional, it does not yet provide a real-time back-up data center, so if our primary data center shuts down, there will be a period of time that such website will remain shut down while the transition to the back-up data center takes place. Despite any precautions we may take, the occurrence of a natural disaster or other unanticipated problems at our hosting facilities could result in lengthy interruptions in our services. Although we carry cyber security insurance our claims may exceed the insurance coverage, and we may not be fully compensated by third party insurers in the event of service interruption or cyber-attack. Furthermore, our business may never recover from such an event.

***If our security measures are compromised, or if any of our websites are subject to attacks that degrade or deny the ability of members or customers to access our solutions, members and customers may curtail or stop use of our solutions.***

Our members provide us with information relevant to their professional networking and/or career-seeking experience with the option of having their information become public or remain private. If we experience compromises to our security that result in website performance or availability problems, the complete shutdown of our websites or the loss or unauthorized disclosure of confidential information, our members may lose trust and confidence in us, and will use our websites less often or stop using our websites entirely. Further, outside parties may attempt to fraudulently induce employees, members or customers to disclose sensitive information in order to gain access to our information or our members' or customers' information. Because the methods used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently, often are not recognized until launched against a target and may originate from less regulated and remote areas around the world, we may be unable to proactively address these methods or to implement adequate preventative measures. Any or all of these issues could negatively impact our ability to attract new members and increase engagement by existing members, cause existing members to close their accounts or existing customers to cancel their contracts, subject us to lawsuits, regulatory fines or other action or liability, thereby materially and adversely affecting our reputation, our business, operating results and financial condition.

***The widespread adoption of different smart phones, smart phone operating systems and mobile applications, or apps, could require us to make substantial expenditures to modify or adapt our websites, applications and services.***

The number of people who access the Internet through devices other than personal computers, including personal digital assistants, smart phones and handheld tablets or computers, has increased dramatically in the past few years and we believe this number will continue to increase. Each manufacturer or distributor of these devices may establish unique technical standards, and our services may not work or be viewable on these devices as a result. Furthermore, as new devices and new platforms are continually released, it is difficult to predict the problems we may encounter in developing versions of our services for use on these alternative devices and we may need to devote significant resources to the creation, support and maintenance of such devices. Our websites are designed using responsive technology and are built to provide a positive user experience on a user's Internet device, whether a mobile phone, and tablet, laptop or personal computer. If we are slow to develop products and technologies that are compatible with such devices, we might fail to capture a significant share of an increasingly important portion of the market for our services.

***If Internet search engines' methodologies are modified or our search result page rankings decline for other reasons, our member engagement and number of members and users could decline.***

We depend in part on various Internet search engines, such as Google, Bing and Yahoo!, to direct a significant amount of traffic to our websites. Our ability to maintain the number of visitors directed to our websites is not entirely within our control. Our competitors' search engine optimization ("SEO") efforts may result in their websites receiving a higher search result page ranking than ours, or Internet search engines could revise their methodologies in an attempt to improve their search results, which could adversely affect the placement of our search result page ranking. If search engine companies modify their search algorithms in ways that are detrimental to our new user growth or in ways that make it harder for our members to use our websites, or if our competitors' SEO efforts are more successful than ours, overall growth in our member base could slow, member engagement could decrease, and we could lose existing members. These modifications may be prompted by search engine companies entering the online professional networking market or aligning with competitors. Our websites have experienced fluctuations in search result rankings in the past, and we anticipate similar fluctuations in the future. Any reduction in the number of users directed to our websites would materially harm our business and operating results. Our platform includes connectivity across the social graph, including websites such as Facebook, Google+, LinkedIn and Twitter. If for any reason these websites discontinue or alter their current open platform policy it could have a negative impact on our user experience and our ability to compete in the same manner we do today.

***Wireless communications providers may give their customers greater access to our competitors' websites.***

Wireless communications providers may provide users of mobile devices greater access to websites that compete with our websites at more favorable rates or at faster download speeds. This could have a material adverse effect on the Company's business, operating results and financial condition. Creation of an unequal playing field in terms of Internet access could significantly benefit larger and better capitalized companies competing with us.

***The effect of significant declines in our ability to generate revenue may not be reflected in our short-term results of operations.***

We recognize revenue from sales of our hiring solutions over the life of a contract (typically 12 months) beginning the first month after the contract is signed. As a result, a significant portion of the revenue we report in each quarter is generated from agreements entered into during previous quarters. In addition, we may be unable to adjust our fixed costs in response to reduced revenue. Accordingly, the effect of significant declines in our ability to generate revenue may not be reflected in our short-term results of operations.

***The reported number of our registered users is higher than the number of actual individual users, and a substantial majority of our visits are generated by a minority of our users.***

The reported number of members in our networks is higher than the number of actual individual members because some members have multiple registrations, other members have died or become incapacitated, and others may have registered under fictitious names. Given the challenges inherent in identifying these accounts, we do not have a reliable system to accurately identify the number of actual members, and thus we rely on the number of members as our measure of the size of our networks. Further, a substantial majority of our members do not visit our websites on a monthly basis, and a substantial majority of our visits are generated by a minority of our members and users. If the number of our actual members does not meet our expectations or we are unable to increase the breadth and frequency of our visiting members, then our business may not grow as fast as we expect, which would materially and adversely affect our business, operating results and financial condition.

***The existing global economic and financial market environment has had, and may continue to have, a negative effect on our business and operations.***

Demand for our services is sensitive to changes in the level of economic activity. Many companies hire fewer employees when economic activity is slow. Following the financial crisis in 2008, unemployment in the U.S. increased and hiring activity was limited. Although the economy has begun to recover and unemployment in the U.S. has improved, if the economy does not continue to recover or worsens, or unemployment returns to high levels, demand for our services and our revenue may be reduced. In addition, lower demand for our services may lead to lower prices for our services. The volatility in global financial markets may also limit our ability to access the capital markets at a time when we would like, or need, to raise capital, which could have an impact on our ability to react to changing economic and business conditions. Accordingly, if the economy does not fully recover or worsens, our business, results of operations and financial condition could be materially and adversely affected.

***Our growth strategy may fail as a result of changing social trends.***

Our business is dependent on the continuity of certain social trends, such as the increasing socialization of the Internet, the demographic trend towards women's career advancement, the growing ethnic diversity of the United States population and labor force, a regulatory environment that promotes diversity in the workplace, the growing ethnic population's spending power and the acceptance and growth of online recruitment and advertising. Some or all of these trends may change overtime. For example, increased privacy concerns may jeopardize the growth of online social and professional network websites. Furthermore, it is possible that people may not want to identify in online social or professional networks with a focus on diversity at all. Or alternatively, people who belong to more than one diversity group (such as Hispanic-American females, among others) may not be drawn to our websites, which singularly focus on one specific diversity group. Our strategy may fail as a result of these changing social trends, and if we do not timely adjust our strategy to adapt to changing social trends, we will lose members, and our business, operating results and financial condition would be materially and adversely affected.

***The regulatory environment favorable to promoting diversity in the workplace may change.***

Federal and state laws and regulations require certain companies engaged in business with governmental entities to report and promote diverse hiring practices. Repeal or modification of such laws and regulations could decrease the incentives for employers to actively seek diverse employee candidates through networks such as ours and materially affect our revenues.

***If our member profiles are out-of-date, inaccurate or lack the information that users and customers want to see, we may not be able to realize the full potential of our networks, which could adversely impact our future growth.***

We do not impose any selective or qualification criteria on membership and do not verify that any member of a particular Company website qualifies as a member of the ethnic, cultural or other group identified by that website. If our members do not update their information or provide accurate and complete information when they join our networks or do not establish sufficient connections, the value of our networks may be negatively impacted because our value proposition as diversity professional networks and as a source of accurate and comprehensive data will be weakened. For example, our hiring solutions customers may find that certain members misidentify their ethnic, national, cultural, racial, religious or gender classification, which could result in mismatches that erode customer confidence in our solutions. Similarly, incomplete or outdated member information would diminish the ability of our marketing solutions customers to reach their target audiences and our ability to provide research data to our customers. Therefore, we must provide features and products that demonstrate the value of our networks to our members and motivate them to add additional, timely and accurate information to their profile and our networks. If we fail to successfully motivate our members to do so, our business, operating results and financial condition could be materially and adversely affected.

***Our business depends on strong brands, and any failure to maintain, protect and enhance our brands would hurt our ability to retain or expand our base of members, enterprises and professional organizations, or our ability to increase their level of engagement.***

We have devoted significant resources to develop our brands, particularly NAPW. That brand is predicated on the idea that professional women will trust it and find value in building and maintaining their professional identities and reputations on the NAPW Network platform. Maintaining, protecting and enhancing all of our brands is critical to expanding the base of members for the NAPW Network and PDN Network and increasing their engagement with the product and services offerings of the Company, and will depend largely on our ability to maintain member trust, be a technology leader and continue to provide high-quality offerings, which we may not do successfully in the future. Despite our efforts to protect our brands and prevent their misuse, if others misuse any of our brands or pass themselves off as being endorsed or affiliated with the NAPW Network or the PDN Network, it could harm our reputation and our business could suffer. If members of any of our networks or potential members determine that they can use other platforms, such as social networks, for the same purposes as or as a replacement for the NAPW Network or the PDN Network, or if they choose to blend their professional and social networking activities, our brands and the business of the Company could be harmed. Members of any of our networks could find that new product or service offerings that are introduced are difficult to use or may feel that they degrade their experience with our organization, which could harm the reputation of the networks and the Company for delivering high-quality offerings. Our brands are also important in attracting and maintaining high performing employees. If we do not successfully maintain strong and trusted brands for our networks, our business can be materially and adversely affected.

***Failure to protect or enforce our intellectual property rights could materially harm our business and operating results.***

We regard the protection of our intellectual property as critical to our success. In particular, we must maintain, protect and enhance our brands. We strive to protect our intellectual property rights by relying on federal, state and common law rights, as well as contractual restrictions. In the ordinary course, we enter into confidentiality and invention assignment agreements with our employees and contractors, and confidentiality agreements with parties with whom we conduct business in order to limit access to, and disclosure and use of, our proprietary information and customized technology platform. However, these contractual arrangements and the other steps we have taken to protect our intellectual property may not prevent the misappropriation of our proprietary information or deter independent development of similar technologies by others.

We pursue the registration of our domain names, trademarks and service marks in the United States and in certain locations outside the United States. Effective trademark, trade dress and domain names are expensive to develop and maintain, both in terms of initial and ongoing registration requirements and the costs of defending our rights. We are seeking to protect our trademarks and domain names, a process that is expensive and may not be successful.

Litigation may be necessary to enforce our intellectual property rights or determine the validity and scope of proprietary rights claimed by others. Any litigation of this nature, regardless of outcome or merit, could result in substantial costs and diversion of management and technical resources, any of which could adversely affect our business and operating results. We may incur significant costs in enforcing our trademarks against those who attempt to imitate our brands. If we fail to maintain, protect and enhance our intellectual property rights, our business and financial condition could be materially and adversely affected.

***We process, store and use personal information and other data, which subjects us to governmental regulation, enforcement actions and other legal obligations or liability related to data privacy and security, and our actual or perceived failure to comply with such obligations could materially and adversely affect our business.***

We receive, store and process personal information and other member data, and we enable our members to share their personal information with each other and with third parties. There are numerous federal, state, local and foreign laws regarding privacy and the storing, sharing, use, processing, disclosure and protection of personal information and other member data, the scope of which are changing, subject to differing interpretations and may be inconsistent between countries or conflict with other rules. We generally comply with industry standards and adhere to the terms of our privacy policies and privacy-related obligations to third parties (including voluntary third-party certification bodies such as TRUSTe). We strive to comply with all applicable laws, policies, legal obligations and industry codes of conduct relating to privacy and data protection. However, it is possible that these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices. Any failure or perceived failure by us to comply with our privacy policies, our privacy-related obligations to users or other third parties, or our privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of personally identifiable information or other member data, may result in governmental enforcement actions, litigation or public statements against us by consumer advocacy groups or others and could cause our members and customers to lose trust in us, which could have an adverse effect on our business. Additionally, if third parties we work with, such as customers, vendors or developers, violate applicable laws or our policies, such violations may also put our members' information at risk and could in turn have an adverse effect on our business.

***Public scrutiny of Internet privacy issues may result in increased regulation and different industry standards, which could deter or prevent us from providing our current products and solutions to our members and customers, thereby materially harming our business.***

The regulatory framework for privacy issues worldwide is currently in flux and is likely to remain so for the foreseeable future. Practices regarding the collection, use, storage, transmission and security of personal information by companies operating over the Internet have recently come under increased public scrutiny. The U.S. government, including the Federal Trade Commission and the Department of Commerce, has announced that it is reviewing the need for greater regulation for the collection of information concerning consumer behavior on the Internet, including regulation aimed at restricting certain on-line tracking and targeted advertising practices. In addition, various government and consumer agencies have also called for new regulations and changes in industry practices.

Our business could be adversely affected if legislation or regulations are adopted, interpreted or implemented in a manner that is inconsistent with our current business practices or that require changes to these practices, the design of our websites, products, features or our privacy policy. In particular, the success of our business has been, and we expect will continue to be, driven by our ability to use the data that our members share with us in accordance with each of our website privacy policies and terms of use. Therefore, our business, operating results and financial condition could be materially and adversely affected by any significant change to applicable laws, regulations or industry practices regarding the use or disclosure of data our members choose to share with us, or regarding the manner in which the express or implied consent of consumers for such use and disclosure is obtained. Such changes may require us to modify our products and features, possibly in a material manner, and may limit our ability to develop new products and features that make use of the data that our members voluntarily share with us.

***Our business is subject to a variety of U.S. laws and regulations, many of which are unsettled and still developing and which could subject us to claims or otherwise materially harm our business.***

We are subject to a variety of laws and regulations in the United States, including laws regarding data retention, privacy and consumer protection, which are continually evolving and developing. The scope and interpretation of the laws that are or may be applicable to us are often uncertain and may be conflicting. For example, laws relating to the liability of providers of online services for activities of their users and other third parties are currently being tested by a number of claims, including actions based on invasion of privacy and other torts, unfair competition, copyright and trademark infringement, and other theories based on the nature and content of the materials searched, the ads posted or the content provided by users. In addition, regulatory authorities are considering a number of legislative and regulatory proposals concerning data protection and other matters that may be applicable to our business. It is difficult to predict how existing laws will be applied to our business and the new laws to which we may become subject. See the discussion included in "Business – Government Regulation" beginning on page 12 of this Annual Report.

If we are not able to comply with these laws or regulations or if we become liable under these laws or regulations, we could be harmed, and we may be forced to implement new measures to reduce our exposure to this liability. This may require us to expend substantial resources or to discontinue certain solutions, which would materially and adversely affect our business, financial condition and results of operations. In addition, the increased attention focused upon liability issues as a result of lawsuits and legislative proposals could materially harm our reputation or otherwise impact the growth of our business. Any costs incurred as a result of this potential liability could materially and adversely affect our business, financial condition and results of operations.

***We are currently party to litigation and may in the future be subject to additional legal proceedings and litigation which may be costly to defend and could materially and adversely affect our business results or operating and financial condition.***

We are currently party to litigation and may be party to additional lawsuits in the normal course of business. Results of the litigation to which we are a party cannot be predicted with certainty and there can be no assurance that this litigation will be resolved in our favor. These matters are described in more detail under the heading “*Legal Proceedings.*” Litigation in general is often expensive and disruptive to normal business operations. We may face in the future allegations and lawsuits that we have infringed the intellectual property and other rights of third parties, including patents, privacy, trademarks, copyrights and other rights. Litigation, particularly intellectual property and class action matters, may be protracted and expensive, and the results are difficult to predict. Adverse outcomes may result in significant settlement costs or judgments, require us to modify our products and features while we develop non-infringing substitutes or require us to stop offering certain features.

From time to time, we may face claims against companies that incorporate open source software into their products, claiming ownership of, or demanding release of, the source code, the open source software and/or derivative works that were developed using such software, or otherwise seeking to enforce the terms of the applicable open source license. These claims could also result in litigation, require us to purchase a costly license or require us to devote additional research and development resources to change our solutions, any of which could have a negative effect on our business and operating results.

***Our success depends in large part upon our management and key personnel. Our inability to attract and retain these individuals could materially and adversely affect our business, results of operations and financial condition.***

We are highly dependent on our management and other key employees. The skills, knowledge and experience of our management team, are critical to the growth of our business. In particular, Mr. Michael Wang, our Chief Executive Officer, provides significant leadership in every aspect of our business operations and strategic direction. Mr. Jingbo Song, the company’s Executive Chairman is very important to our China expansion. His understanding of the China market and his relationships with business leaders is very valuable to the company’s future success. In the United States we have a diversified and strong group of experienced and talented leaders, including Ms. Star Jones our President, who is an expert in issues relating to diversity and networking. Ms. Jones is supported by a talented group of knowledgeable executives in business operations, sales and marketing, including Gary Xiao our CFO and Joseph Bzdyl our Executive VP of Operations. Our future performance will be dependent upon the continued successful service of members of our management and key employees. We do not maintain life insurance for any of the members of our management team or other key personnel. Competition for management in our industry is intense, and although we have entered into employment agreements with certain members of our management team, we may not be able to retain our management and key personnel or attract and retain new management and key personnel in the future, which could materially and adversely affect our business, results of operations and financial condition.

***We have expanded our business into the Peoples’ Republic of China and Hong Kong, which could subject us to risks which could negatively affect our business.***

Following the investment in our business by CFL, we expanded our business into China and Hong Kong, which may expose us to risks uniquely affecting the Chinese market. These risks include, among others, changes in economic conditions in China and Hong Kong (including consumer spending, unemployment levels and wage and commodity inflation), local consumer preferences, the regulatory environment, as well as increased media scrutiny of our business and industry, fluctuations in foreign exchange rates and increased competition. In addition, any significant or prolonged deterioration in U.S.-China relations could adversely affect our China operations if Chinese consumers become reluctant to use our websites or become registered users or members of our networks. Chinese law may regulate the scope of our business conducted within China. Our business is therefore subject to numerous uncertainties based on the policies of the Chinese government, as they may change from time to time.



***Regulation and censorship of information disseminated over the Internet in China may adversely affect our business, and we may be liable for information displayed on, retrieved from, or linked to our Internet websites.***

The government of China has adopted certain regulations governing Internet access and the distribution of news and other information over the Internet. Under these regulations, Internet content providers and Internet publishers are prohibited from posting or displaying over the Internet content that, among other things, violates Chinese laws and regulations, impairs the national dignity of China, or is obscene, superstitious, fraudulent or defamatory as determined by the applicable Chinese regulatory authorities. Failure to comply with these requirements, even inadvertently, could result in the revocation of required licenses and the closure of our websites. The website operator may also be held liable for such prohibited information displayed on, retrieved from or linked to such website. In addition, the Ministry of Industry and Information Technology has published regulations that subject website operators to potential liability for content included on their websites and the actions of users and others using their websites, including liability for violations of Chinese laws prohibiting the dissemination of content deemed to be socially destabilizing. The Ministry of Public Security has the authority to order any local Internet service provider, to block any Internet website maintained outside China at its sole discretion. Periodically, the Ministry of Public Security has stopped the dissemination over the Internet of information which it believes to be socially destabilizing. The State Secrecy Bureau, which is directly responsible for the protection of State secrets of the Chinese government, is authorized to block any website it deems to be leaking state secrets or failing to meet the relevant regulations relating to the protection of state secrets in the dissemination of online information. If we are determined to violate these regulations, even if the offending content is not generated by us, we could be subject to civil or criminal penalties, fines, revocation of our Internet service provider license and other penalties which could materially impair our operations and our ability to continue in business. As these regulations are subject to interpretation by the relevant authorities, it may not be possible for us to determine in all cases the type of content that could result in liability for us as a website operator. Further, to the extent that the regulations relate to information contained on a website regardless of whether the information is placed on the Internet by the website owner or by a third party, we may not be able to control or restrict the content of other Internet content providers linked to or accessible through our websites, or content generated or placed on our websites by our users, despite our attempt to monitor such content. To the extent that regulatory authorities find any portion of our content objectionable, they may require us to limit or eliminate the dissemination of such information or otherwise curtail the nature of such content on our websites, which may reduce our user traffic and have a material adverse effect on our financial condition and results of operations. In addition, we may be subject to significant penalties for violations of those regulations arising from information displayed on, retrieved from or linked to our websites, including a suspension or shutdown of our operations.

**Risks Related to Our Common Stock**

***Our significant stockholder and our directors and executive officers have substantial control over the Company and could limit your ability to influence the outcome of key transactions, including changes of control.***

Cosmic Forward Limited (“CFL”) beneficially owned approximately 52.9% of our common stock on a non-diluted basis and 48.1% on a diluted basis as of March 26, 2018. As a result of its ownership CFL is able to influence significantly all matters requiring approval by our stockholders, including the election of directors. In addition, our directors and executive officers and their affiliated entities, in the aggregate, beneficially own approximately 6.5 % of our outstanding common stock as of March 26, 2018. Stockholders other than these principal stockholders are therefore likely to have little influence on decisions regarding such matters. These stockholders may have interests that differ from yours, and they may vote in a way with which you disagree and that may be adverse to your interests. The concentration of ownership of our common stock may have the effect of delaying, preventing or deterring a change of control of our Company, could deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale of our Company and may affect the market price of our common stock. This concentration of ownership also limits the number of shares of stock likely to be traded in public markets and therefore will adversely affect liquidity in the trading of our common stock. This concentration of ownership of our common stock may also have the effect of influencing the completion of a change in control that may not necessarily be in the best interests of all of our stockholders.

***The market price for our securities may be subject to wide fluctuations and the value of an investment in our common stock may decline.***

The trading price of our common stock has been, and is likely to continue to be, volatile. Since shares of our common stock were sold in our initial public offering at a price of \$64.00 per share, our stock price has ranged from \$1.52 to \$13.90 through March 30, 2018 (as adjusted for our 1-for-8 reverse stock split on September 27, 2016). In addition to the factors discussed in this Annual Report, the trading price of our common stock may fluctuate significantly in response to numerous factors, many of which are beyond our control, including:

- price and volume fluctuations in the stock market, including as a result of trends in the economy as a whole or relating to companies in our industry;
- actual or anticipated fluctuations in our revenue, operating results or key metrics, including our number of members and unique visitors;
- investor sentiment with respect to our competitors, our business partners and our industry in general;
- announcements by us or our competitors of significant products or features, technical innovations, strategic partnerships, joint ventures or acquisitions;
- additional shares of our common stock being sold into the market by us or our existing stockholders or the anticipation of such sales; and
- other events or factors, including those resulting from war or incidents of terrorism, or responses to these events.

The securities of technology companies, especially Internet companies, have experienced wide fluctuations subsequent to their initial public offerings, including trading at prices below the initial public offering prices. Factors that could affect the price of our common stock include risk factors described in this section. In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are not related to the operating performance of particular industries or companies. These market fluctuations may also have a material adverse effect on the market price of our common stock.

***Substantial future sales of shares of our common stock could cause the market price of our common stock to decline.***

The market price of our common stock could decline as a result of (i) substantial sales of our common stock, particularly sales by CFL and/or our directors, executive officers, employees, or other significant stockholders, (ii) a large number of shares of our common stock becoming available for sale, or (iii) the perception in the market that holders of a large number of shares intend to sell their shares. As a result of the consummation of the issuance and sale of 1,777,417 shares of our common stock to CFL in November 2016, and a subsequent issuance to CFL of an additional 312,500 shares in January 2017, CFL owns 52.9% of our outstanding common stock as of March 26, 2018, with respect to which CFL has the right to require the Company to register the public resale under a registration statement filed with the SEC. The eventual resale of some or all of such shares, or the perception that such sale or sales could be imminent, could result in a material decline in the market value of our common stock. We have also filed a universal shelf registration statement on Form S-3, with the SEC on December 31, 2014 (as amended on March 31, 2015), which was declared effective on April 2, 2015. This registration statement provides for the issuance of shares of our common stock, preferred stock, depositary shares, rights, warrants, units and debt securities up to an aggregate amount of \$100,000,000 and the resale of up to 6,309,845 shares of our common stock originally issued to the former sole shareholder of Old NAPW and certain executive officers of Old NAPW.

In addition, in March 2015, we registered 500,000 shares of our common stock, reserved for providing equity incentives to employees, officers, directors and consultants under our 2013 Equity Compensation Plan. Once acquired upon the exercise of the outstanding stock options or warrants, or vesting of restricted stock, these shares could be sold freely in the public market. For more information about our 2013 Equity Compensation Plan, please see Note 14 of our Consolidated Financial Statements included in this Annual Report. Finally, in February 2017 we registered the public resale of up to 246,445 shares of our common stock by White Winston Select Asset Funds LLC. This registration statement was declared effective on February 13, 2017.

***Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of our Company more difficult, limit attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.***

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws may have the effect of delaying or preventing a change of control or changes in our management. Our amended and restated certificate of incorporation and amended and restated bylaws include provisions that:

- authorize our board of directors to issue, without further action by the stockholders, up to 1,000,000 shares of undesignated preferred stock;
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for election to our board of directors, and also specify requirements as to the form and content of a stockholder's notice;
- that our directors may be removed only for cause and only by the affirmative vote of at least a majority of the total voting power of our outstanding capital stock, voting as a single class; and
- do not provide for cumulative voting rights (therefore allowing the holders of a majority of the shares of common stock voting in any election of directors to elect all of the directors standing for election, if they should so choose).

These provisions may frustrate or prevent attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any "interested" stockholder for a period of three years following the date on which the stockholder became an "interested" stockholder. Finally, because CFL holds a majority of our outstanding shares of common stock, CFL's approval will be necessary to effect any change in control.

***Our failure to implement and maintain effective internal control over financial reporting could result in material misstatements in our financial statements, which could require us to restate financial statements, cause investors to lose confidence in our reported financial information and could have an adverse effect on our stock price or our debt ratings.***

Our management determined that as of December 31, 2017, our internal control over financial reporting had a material weakness related to deficiencies in controls over the application of complex accounting principles, timely and complete financial statement reviews and procedures to ensure all required disclosures are made in our financial statements. During 2016 and 2017, we completed certain measures that were begun in 2015 to remediate material weaknesses related to our internal control over financial reporting that had been identified as of December 31, 2015, and as of December 31, 2016. Specifically, in 2016 we (i) segregated some check signing ability from finance personnel to improve our segregation of incompatible duties within our accounting and financial reporting functions, (ii) consolidated our banking relationships for all companies resulting in improved internal and online cash controls and oversight, (iii) consolidated payroll service providers, allowing for improved control and oversight by senior management. In 2017, we (i) expanded our corporate accounting staff and added qualified personnel with knowledge of U.S. GAAP, and (ii) initiated more effective financial reporting process to help address the material weaknesses identified at December 31, 2016. Although these measures greatly helped improve our internal controls, they did not fully remediate deficiencies in controls. Additionally, in late 2017, our Chinese operations expanded significantly and, in management's opinion, became material to the company's consolidated financial statements. In reviewing the controls over financial reporting for these operations, management determined that the Company did not properly design and implement appropriate process-level internal controls related to revenue recognition over service income, resulting in a material weakness. A material weakness is a control deficiency or a combination of control deficiencies that result in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected. With regard to service income in our China operations, the material weakness in control design was related to contract administration, ensuring that completed contracts were in place and revenue recognition principles were satisfied before the revenue was recorded. This material weakness was identified by management in the fourth quarter of 2017.

Because the controls over service income in the Company's system of internal controls in China rely extensively on manual review and approval, the successful operation of these controls is required for several quarters prior to management being able to conclude that the material weakness has been remediated. Accordingly, at December 31, 2017, we have not yet been able to remediate the material weakness related to our internal control over financial reporting.

Additional material weaknesses in our internal control over financial reporting may be identified in the future. Any failure to maintain existing or implement required new or improved controls, or any difficulties we encounter in their implementation, or in remediating identified weakness, could result in additional control deficiencies, cause us to fail to meet our periodic reporting obligations or result in material misstatements in our financial statements. The existence of a material weakness could result in errors in our financial statements that could result in a restatement of financial statements, and cause us to fail to meet our reporting obligations. If we are unable to effectively remediate material weaknesses in a timely manner, investors could lose confidence in the accuracy and completeness of our financial reports, which could have an adverse effect on our stock price.

***We will lose our “emerging growth company” status under the JOBS Act at the latest by the end of 2018, which will increase the costs and demands placed upon our management.***

We will continue to be deemed an emerging growth company until December 31, 2018. Once we lose emerging growth company status, we expect the costs and demands placed upon our management to increase, as we would have to comply with additional disclosure and accounting requirements, particularly if our public float should exceed \$75 million on the last day of our second fiscal quarter in any fiscal year following our initial public offering, which would disqualify us as a smaller reporting company.

***We are an “emerging growth company” and we cannot be certain that the reduced disclosure requirements applicable to emerging growth companies will not make our common stock less attractive to investors.***

The JOBS Act permits “emerging growth companies” like us to rely on some of the reduced disclosure requirements that are already available to smaller reporting companies. Smaller reporting companies are companies which have a public float of less than \$75 million. As long as we qualify as an emerging growth company or a smaller reporting company, we would be permitted to omit the auditor’s attestation on internal control over financial reporting that would otherwise be required by the Sarbanes-Oxley Act, as described above and are also exempt from the requirement to submit “say-on-pay”, “say-on-pay frequency” and “say-on-parachute” votes to our stockholders and may avail ourselves of reduced executive compensation disclosure that is already available to smaller reporting companies.

In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the exemption from complying with new or revised accounting standards provided in Section 7(a)(2)(B) of the Securities Act as long as we are an emerging growth company. An emerging growth company can therefore delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to take advantage of the benefits of this until we are no longer an emerging growth company or until we affirmatively and irrevocably opt out of this exemption. Our financial statements may therefore not be comparable to those of companies that comply with such new or revised accounting standards.

We will cease to be an emerging growth company at such time as described in the risk factor immediately above. Until such time, however, we cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile and could cause our stock price to decline.

***We do not intend to pay dividends in the foreseeable future.***

We do not intend to declare or pay any cash dividends in the foreseeable future. We anticipate that we will retain all of our future earnings for use in the development of our business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our board of directors. Accordingly, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

***You will have limited ability to bring an action against certain of our directors and officers, or to enforce a judgment against them, because the majority of our directors and officers reside outside the United States.***

A significant number of our directors and officers reside outside the United States and substantially all of the assets of those persons are located outside the United States. As a result, it may be difficult or impossible for you to bring an action against these individuals in China in the event that you believe your rights have been infringed under the applicable securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of China may render you unable to enforce a judgment against the assets of our directors and officers.

***CFL holds participation rights and other rights that could affect our ability to raise funds.***

Under our stockholders agreement with CFL and each of its shareholders, Maoji (Michael) Wang, Jingbo Song, Yong Xiong Zheng and Nan Nan Kou (collectively, the “CFL Shareholders”), we granted to CFL and the CFL Shareholders a participation right with respect to any future issuances of common stock by the Company, such that CFL and the CFL Shareholders may purchase an amount of shares necessary to maintain CFL’s then-current beneficial ownership interest, up to a maximum of 54.64% of our then-outstanding common stock, on a fully-diluted basis, subject to certain exceptions. This participation right could limit our ability to enter into equity financings and to raise funds from third parties.

In connection with the stockholders agreement with CFL and the CFL Shareholders, we also granted to CFL and the CFL Shareholders unlimited demand, shelf and piggyback registration rights, effective upon the expiration of CFL’s initial lock-up period, to require us to effect a registration under the Securities Act of a resale of the shares of common stock held by CFL. This may create the perception of a large number of shares of our common stock becoming available for sale or the perception in the market that holders of a large number of shares intent to sell their shares, especially if CFL were to exercise its registration rights, thereby potentially further limiting our ability to enter into equity financings and to raise funds from third parties.

***Techniques employed by short sellers may drive down the market price of the Company’s common stock.***

Short selling is the practice of selling securities that the seller does not own, but rather has borrowed from a third party with the intention of buying identical securities back at a later date to return to the lender. The short seller hopes to profit from a decline in the value of the securities between the sale of the borrowed securities and the purchase of the replacement shares, as the short seller expects to pay less in that purchase than it received in the sale. As it is therefore in the short seller’s best interests for the price of the stock to decline, many short sellers (sometime known as “disclosed shorts”) publish, or arrange for the publication of, negative opinions regarding the relevant issuer and its business prospects in order to create negative market momentum and generate profits for themselves after selling a stock short. While traditionally these disclosed shorts were limited in their ability to access mainstream business media or to otherwise create negative market rumors, the rise of the Internet and technological advancements regarding document creation, videotaping and publication by weblog (“blogging”) have allowed many disclosed shorts to publicly attack a company’s credibility, strategy and veracity by means of so-called research reports that mimic the type of investment analysis performed by large Wall Street firm and independent research analysts.

These short attacks have, in the past, led to selling of shares in the market, on occasion in large scale and broad base. Issuers who have limited trading volumes and are susceptible to higher volatility levels than U.S. domestic large-cap stocks can be particularly vulnerable to such short attacks.

Reports and information have been published about us which have occasionally been followed by a decline in our stock price. It is not clear what additional effects the negative publicity will have on the Company, if any, other than potentially affecting the market price of our common stock. Additionally, such allegations against the Company could negatively impact its business operations and stockholders equity, and the value of any investment in the Company’s stock could be reduced.

## **ITEM 1B - UNRESOLVED STAFF COMMENTS**

Not applicable.

## **ITEM 2 - PROPERTIES**

We lease approximately 11,454 square feet of space for our headquarters in Chicago, Illinois under a lease that expires on June 30, 2020. We also lease approximately 1,800 square feet of office space in Minnetonka, Minnesota for our Events division under a month-to-month lease.

We lease approximately 20,000 square feet of office space in Garden City, New York, under a lease that expires on June 30, 2019, which is used by NAPW Network membership coordinators and executive and administrative staff.

We lease approximately 15,000 square feet of office space in Jericho, New York, under a lease that ends on June 30, 2018. We currently sub-lease that property to a tenant under a landlord-approved sublease that is coterminous with our prime lease.

We leased approximately 16,500 square feet of office space in Darien, Illinois, which served as the headquarters and sales center of Noble Voice. The lease expired on August 31, 2017 and we didn't renew the Darien lease. We moved our Noble Voice operations to our Chicago office.

Beginning January 1, 2017, the Company leases approximately 7,970 square feet office space in Guangzhou, China under a non-cancelable lease arrangement that provides for payments on a graduated basis through December 31, 2019.

Beginning November 15, 2017, the Company leases approximately 1,950 square feet of office space in Jiangxi Province, China under a non-cancelable lease arrangement that expires on January 30, 2020.

We believe that our current facilities are adequate to meet our current needs. We may expand our facilities or add new facilities as we add employees and enter new geographic markets, and we believe that suitable additional or alternative space will be available as needed to accommodate ongoing operations and any such growth. However, we expect to incur additional expenses in connection with such new or expanded facilities.

## **ITEM 3 - LEGAL PROCEEDINGS**

The Company has previously disclosed that it and its wholly-owned subsidiary, NAPW, Inc., are parties to litigation captioned Gauri Ramnath, et al. v. Professional Diversity Network, Inc., et al., No. BC604153 (Los Angeles Superior Ct.), a putative class action filed in January 2016 alleging violations of various California Labor Code (wage & hour) sections. During the first quarter of 2016, the Company executed a settlement agreement, subject to later Court approval, in which the Company agreed in principle to pay \$500,000 for a global settlement of the class action. During the first quarter of 2016, the Company also recorded a litigation settlement expense in the amount of \$500,000. On November 28, 2016, the Court approved the proposed settlement. In December of 2016 the Company paid the settlement amount in the Court's fund and the third-party administrator began distributing payments to class members. On August 2, 2017, the Court notified the parties that the case is "reported as complete without the need for a further status conference." This matter is therefore concluded and will not be further reported.

The Company and its wholly-owned subsidiary, NAPW, Inc., became parties during the year ended December 31, 2016 to an action captioned LinkedIn Corp. v. NAPW, Inc. and Professional Diversity Network, Inc., No. 16-CV-299784 (Santa Clara Superior Ct.). The complaint was filed on September 12, 2016. The plaintiff, LinkedIn Corp. ("LinkedIn"), sought payment of outstanding amounts it claimed were owed under a marketing agreement between LinkedIn and NAPW. The Company presented LinkedIn with a counter-claim and the matter was mediated. On December 20, 2016, the parties settled and released all claims against one another for the Company's payment of \$1,450,000, which the Company paid in full on January 10, 2017.

The Company and its wholly-owned subsidiary, NAPW, Inc., are parties to a proceeding captioned In re Professional Diversity Network, Cases 31-CA-159810 and 31-CA-162904, filed with the National Labor Relations Board (“NLRB”) in June 2015 and alleging violations of the National Labor Relations Act (“NLRA”) against the Company and its wholly-owned subsidiary, NAPW, Inc., where employee was allegedly terminated for asserting rights under Section 7 of the NLRA. While the Company disputes that any rights were impacted, the NLRB has issued its order requiring the Company to take certain remedial actions in the form of posting notices and revising certain policies, as well as to pay the claimant certain back pay and offer reinstatement. The Company has complied with the order by posting notices, revising certain policies and offering the claimant reinstatement. In March of 2018 the Company settled the remaining backpay portion of the case. Management does not expect the resolution of this case to have a material impact on the Company’s financial condition.

The Company is a party to a proceeding captioned Paul Sutcliffe v. Professional Diversity Network, Inc., No. 533-2016-00033 (EEOC), filed with the Equal Employment Opportunity Commission (“EEOC”) in April 2016 and alleging violations of Title VII and the Age Discrimination in Employment Act, where employee was allegedly terminated due to his race (Caucasian) and his age (over 40). The EEOC has not yet notified the Company that it has issued a right-to-sue letter, and the complainant has not yet filed a lawsuit.

In a letter dated October 12, 2017, White Winston Select Asset Funds (“White Winston”) threatened assertion of a claim against the Company. The letter alleges that White Winston suffered \$2,241,958 in damages as a result of the Company’s alleged conduct that caused a delay in White Winston’s ability to sell shares in the Company during a period when the Company’s stock price was generally falling. The Company investigated the assertions in the letter and communicated to White Winston that the Company denies liability for any such claim.

NAPW is a named Respondent in a Nassau County District Court Landlord/Tenant Summary Proceeding, and is being sued by TL Franklin Avenue Plaza LLC. The Petitioner, TL Franklin Avenue Plaza LLC, is alleging that NAPW is in breach of its Lease Agreement, and the matter involves the payment of back rent owing to Petitioner. The case is on-going, and settlement discussions are underway.

NAPW and PDN are two of the named Respondents in a Nassau County District Court Landlord/Tenant Summary Proceeding, and they are being sued by Hoegh Autoliners Inc. The Petitioner in this matter, Hoegh Autoliners Inc., is alleging that both NAPW and PDN are in breach of its Lease Agreement, and the matter involves the payment of back rent owing to the Petitioner. In this matter, Intercontinental Capital Group, Inc., an Under-Subtenant of PDN, is also named in the action. The case is on-going, and settlement discussions are taking place in an effort to bring any rental obligations current.

The Company is a party to a proceeding captioned Gerbie, et al. v. Professional Diversity Network, Inc. (Cook County Cir. Ct.), a putative class action alleging violations of the Telephone Consumer Protection Act. This matter is in a very early stage and the Company has not yet had any discovery to allow it to assess the quality of the plaintiff’s claims. However, the Company generally believes that its practices and procedures are compliant with the Telephone Consumer Protection Act.

We are also generally subject to legal proceedings and litigation arising in the ordinary course of business.

#### **ITEM 4 - MINE SAFETY DISCLOSURES**

Not applicable.

## PART II

### ITEM 5 - MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock has been listed on the NASDAQ Capital Market under the symbol "IPDN" since March 5, 2013. Prior to that date, there was no public trading market for our common stock. All per share information in the table below reflects the 1-for-8 reverse stock split which was effected on September 27, 2016.

	<b>High</b>	<b>Low</b>
<b>Year Ended December 31, 2017</b>		
First Quarter	\$ 13.90	\$ 8.41
Second Quarter	\$ 11.23	\$ 6.06
Third Quarter	\$ 7.12	\$ 3.74
Fourth Quarter	\$ 6.63	\$ 2.45
<b>Year Ended December 31, 2016</b>		
First Quarter	\$ 6.72	\$ 1.56
Second Quarter	\$ 6.32	\$ 3.00
Third Quarter	\$ 11.50	\$ 2.85
Fourth Quarter	\$ 11.98	\$ 5.28

On March 27, 2018, the closing price of our common stock was \$ 3.32 per share.

#### Holders

As of March 26, 2018, we had 21 holders of record of our common stock. Since certain of our shares are held by brokers and other institutions on behalf of stockholders, the foregoing number is not representative of the number of beneficial owners of our common stock.

#### Dividends

We have never declared or paid any cash dividends on our capital stock. We currently intend to use the net proceeds from any offerings of our securities and our future earnings, if any, to finance the further development and expansion of our business and do not intend or expect to pay cash dividends in the foreseeable future. Payment of future cash dividends, if any, will be at the discretion of our board of directors after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, outstanding indebtedness and plans for expansion and restrictions imposed by lenders, if any.

#### Recent Sales of Unregistered Securities

On December 8, 2017, the Company sold 18,200 shares of common stock at a price of \$3.49 per Share for gross proceeds of \$63,518. The per Share purchase price reflected a ten percent (10%) discount from the closing price of the Company's common stock on December 7, 2017.

On January 29, 2018, the Company sold 380,295 shares of common stock at a price of \$3.91 per Share for gross proceeds of \$1,486,953. The per Share purchase price reflected the closing price of the Company's common stock on January 24, 2018. The purchaser is Mr. Shengqi Cai, an individual and a resident of the People's Republic of China.

The issuance of the Shares is exempt from registration due to the exemption found in Regulation S promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"). These sales were offshore transactions since all of the offerees were not in the United States and the purchasers were outside the United States at the time of the purchase. Further, there were no directed selling efforts of any kind made in the United States either by the Company or any affiliate or other person acting on the Company's behalf in connection with the offering. All offering materials and documents used in connection with the offers and sales of the securities included statements to the effect that the securities have not been registered under the Securities Act and may not be offered or sold in the United States or to U.S. persons unless the securities are registered under the Securities Act or an exemption therefrom is available, and that hedging transactions involving the Shares may not be conducted unless in compliance with the Securities Act. Each purchaser certified that it is not a U.S. person (as that term is defined in Regulation S) and is not acquiring the Shares for the account or benefit of any U.S. person and agreed to resell the Shares only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an available exemption from registration. The Shares sold are restricted securities and the certificates representing the Shares will be affixed with a standard restrictive legend, which states that the Shares cannot be sold without registration under the Securities Act or an exemption therefrom.



## ITEM 6 - SELECTED FINANCIAL DATA

Not applicable.

## ITEM 7 - MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes thereto in Item 8, "Financial Statements and Supplementary Data," in Part II of this Annual Report. This discussion contains forward-looking statements, which are based on our assumptions about the future of our business. Our actual results will likely differ materially from those contained in the forward-looking statements. Please read "Special Note Regarding Forward-Looking Statements" for additional information regarding forward-looking statements used in this Annual Report.*

### **Overview**

We are an operator of professional networks with a focus on diversity, employment, education and training. We use the term "diversity" (or "diverse") to describe communities, or "affinities," that are distinct based on a wide array of criteria, including ethnic, national, cultural, racial, religious or gender classification. We serve a variety of such communities, including Women, Hispanic-Americans, African-Americans, Asian-Americans, Disabled, Military Professionals, and Lesbian, Gay, Bisexual and Transgender (LGBT+).

We operate in four business segments: (i) Professional Diversity Network ("**PDN Network**"), which includes online professional networking communities with career resources tailored to the needs of various diverse cultural groups and employers looking to hire members of such groups, (ii) National Association of Professional Women ("**NAPW Network**"), a women-only professional networking organization, (iii) Noble Voice operations ("**Noble Voice**"), a career consultation and lead generation service, and (iv) China operations ("**China Operations**"), which focuses on providing tools, products and services in China which will assist women, students and business professionals in personal and professional development.

Our value proposition is simple: (i) we provide a robust online and in-person network for our women members to make professional and personal connections for our diverse audience of women: African Americans, Hispanics, Asians, Veterans, individuals with disabilities and members of the Gay community (with the ability to roll out to our other affinities); (ii) we assist our registered users, or members, in their efforts to connect with like-minded individuals and identify career opportunities within the network; (iii) we help employers address their workforce diversity needs by connecting them with the right candidates; and (iv) we leverage our U.S. expertise and China connections to deliver these values to China, one of the world's fastest-growing markets for professional networking.

In January of 2017, the Company established PDN Hong Kong through its two wholly-owned subsidiaries there and in March of 2017 the Company established PDN China through its subsidiary there. We are currently executing our strategic plan to build in China entirely new networking, training and education businesses. We believe that coupling the Company's expertise in networking and careers with our Chinese executives' expertise in the China market will provide us with an opportunity for success with our overseas expansion. During the first two quarters of 2017, we held seven events as part of our education and training business line's "Shared Economy" summit series, attracting over 7,800 paid attendees. Additionally, during the second quarter of 2017, we held a selective marketing event to introduce IAW, the PDN China women's networking business.

In the third quarter of 2017, PDN China began to transact IAW memberships in China, ranging from RMB 20,000 to RMB 200,000 (Approximately \$3,000 to \$30,000 annual memberships). Additionally IAW China held its first IAW VIP China event at the Women's Forum Global Meeting, in Paris, France. Also, on December 2, 2017, PDN China held its largest education and training event of the year. The event, "The International Capital Leadership Summit", took place in Beijing, China. Amongst many notable speakers, Mr. Bruce Aust, Vice Chairman of the Nasdaq Exchange was featured at the event. In the fourth quarter of 2017, PDN China began to transact business club memberships in China, ranging from RMB 20,000 to RMB 100,000 (Approximately \$3,000 to \$15,000 annual memberships).

In 2017, our PDN Network, NAPW Network, Noble Voice and China Operations businesses represented 12.8%, 43.0%, 27.1% and 17.1% of our revenues, respectively. As of December, 2017, we had approximately 10.0 million registered users in our PDN Network; approximately 954,000 registered users, or members, in the NAPW Network; and over 1,000 companies utilizing our products and services in our combined PDN Network and Noble Voice operations. We believe that the combination of our solutions allows us to approach recruiting and professional networking in a unique way and thus create enhanced value for our members and customers.

## Sources of Revenue

We generate revenue from (i) paid membership subscriptions and related services, (ii) lead generation, (iii) recruitment services, (iv) product sales, (v) education and training and (vi) consumer advertising and consumer marketing solutions. The following table sets forth our revenues from each product as a percentage of total revenue for the periods presented. The period-to-period comparison of financial results is not necessarily indicative of future results.

	Year Ended December 31,	
	2017	2016
<b>Percentage of revenue by product:</b>		
Membership fees and related services	42%	62%
Lead generation	27%	24%
Education and training	17%	0%
Recruitment services	12%	11%
Consumer advertising and consumer marketing solutions	1%	1%
Products sales and other	0%	2%

*Paid Membership Subscriptions and Related Services.* We offer paid membership subscriptions through our NAPW Network, a women-only professional networking organization, operated by our wholly-owned subsidiary. Members gain access to networking opportunities through a members-only website at [www.napw.com](http://www.napw.com) and “virtual” eChapter events which occur in a webcast setting as well as through in-person networking at approximately 209 local chapters nationwide, additional career and networking events such as the National Networking Summit Series, Power Networking Events and the PDN Network events. NAPW members also receive ancillary (non-networking) benefits such as educational discounts, shopping, and other membership perks. Upgraded packages include (i) the VIP membership, which provides members with additional promotional and publicity tools as well as free access (including guest) to the National Networking Summits and free continuing education programs and (ii) the press release package, which provides members with the opportunity to work with professional writers to publish personalized press releases and thereby secure valuable online presence. NAPW Membership is renewable and fees are payable on an annual basis, with the first annual fee payable at the commencement of the membership. NAPW Membership subscriptions represented approximately 98.9% and 96.6% of revenue attributable to the NAPW Network business segment for the years ended December 31, 2017 and 2016, respectively.

As part of the launch of IAW in the United States the Company began to offer a monthly membership option in January 2018, in addition to an annual membership option. While this has increased our performance in registering new members, membership revenue is received on a monthly basis rather than an annual basis. Monthly membership sales is a new strategy for our company and we cannot predict what the monthly renewal rate will be or what the life time value of a member will be going forward. The new IAW has focused on delivering member benefits and providing value to those who join as paid members. The company will be tracking and reporting on the renewal rates and projected LTV, life time value, of our registered members going forward.

*Lead Generation.* We monetize our career consultations conducted by our Noble Voice business segment by generating and selling value-added leads to our strategic partners who provide continuing education and career services. We also generate revenue from sales of data not used in the lead generation process. Lead generation sales represented 100% of the revenue attributable to the Noble Voice business segment for the years ended December 31, 2017 and 2016. The business flow of lead generation also provides value for our recruitment services, because job seekers who are interested in our career opportunities engage with our career advisers on open positions we are offering from companies who sponsor our diversity recruitment network. Our plan is to increase conversions of both lead generation offers from our educational and career services partners and our recruitment partners seeking to employ diverse talent.

*Recruitment Services.* We provide recruitment services to medium and large employers seeking to diversify their employment ranks. Our recruitment services include recruitment advertising, job postings, semantic search technology and paid access to, and placement in, or advertising around our career and networking events. The majority of recruitment services revenue comes from job recruitment advertising. We also offer to businesses subject to the regulations and requirements of the Equal Employment Opportunity Office of Federal Contract Compliance Program (“OFCCP”) our OFCCP compliance product, which combines diversity recruitment advertising with job postings and compliance services. For the years ended December 31, 2017 and 2016, recruitment advertising revenue constituted approximately 91.1% and 92.9%, respectively, of the revenue attributable to the PDN Network business segment.

*Product Sales.* We offer to new purchasers of our NAPW memberships the opportunity to purchase a commemorative wall plaque at the time of purchase. They may purchase up to two plaques at that time. Product sales represented approximately 1.1% and 3.4% of revenue attributable to the NAPW Network business segment for the years ended December 31, 2017 and 2016, respectively.

*Education and Training.* In March of 2017 we began our China Operations by creating a Shared Economy summit series designed to provide education and training to Chinese business people. Our initial event was a paid event which generated revenue through paid event admission fees. Education and training represented 100% of the revenue attributable to China Operations for the year ended December 31, 2017. Because China Operations first began in March of 2017 there is no year-over-year comparison.

*Consumer Advertising and Consumer Marketing Solutions.* We work with partner organizations to provide them with integrated job boards on their websites which offer their members or customers the ability to post recruitment advertising and job openings. We generate revenue from fees charged for those postings. For the years ended December 31, 2017 and 2016, consumer advertising and marketing represented approximately 8.9% and 7.1%, respectively, of the revenue attributable to the PDN Network business segment.

### **Cost of Revenue**

Cost of revenue primarily consists of data and related costs to generate leads for our Noble Voice customers, costs of producing job fair and other events, revenue sharing with partner organizations, costs of web hosting and operating our websites for the PDN Network, and costs of producing education and training events and serving IAW members for our China business. Costs of producing wall plaques, hosting member conferences and local chapter meetings are also included in the cost of revenue for NAPW Network.

### **Key Metrics**

We believe that one of the key metrics in evaluating and measuring our performance is the number of registered users. We define the number of registered users as (i) the number of individual job seekers who affirmatively visited one of PDN Network’s properties, opted into an affinity group and provided us with demographic or contact information enabling us to match them with employers and/or jobs (PDN Network registered users); and (ii) the number of consumers who have viewed our marketing material, opted into membership in the NAPW Network, provided demographic information and engaged in an onboarding call with a membership coordinator (NAPW Network registered users). We believe that a higher number of registered users will result in increased sales of our products and services, as customers will have access to a larger pool of professional talent. However, a higher number of registered users will not immediately translate to increased revenue, as there is a lag between the time we acquire a registered user through our lead-generation process and the time we generate revenue from a registered user by selling them one of our paid products or services.

The following table sets forth the number of registered users as of the periods presented:

	<b>Year Ended December 31,</b>		<b>Change (Percent)</b>
	<b>2017</b>	<b>2016</b>	
	(in thousands)		
<b>Registered users:</b>			
PDN Network Registered Users (1)	10,266	9,201	11.6%
NAPW Network Total Membership (2)	954	918	3.9%

(1) The number of registered users may be higher than the number of actual users due to various factors. For more information, see “*Risk Factors page #13 —The reported number of our registered users is higher than the number of actual individual users, and a substantial majority of our visits are generated by a minority of our users*”.

(2) Includes both Paid Members and Unpaid Members.

### **Non-GAAP Financial Measure**

#### *Adjusted EBITDA*

We believe Adjusted EBITDA provides a meaningful representation of our operating performance that provides useful information to investors regarding our financial condition and results of operations. Adjusted EBITDA is commonly used by financial analysts and others to measure operating performance. Furthermore, management believes that this non-GAAP financial measure may provide investors with additional meaningful comparisons between current results and results of prior periods as they are expected to be reflective of our core ongoing business. However, while we consider Adjusted EBITDA to be an important measure of operating performance, Adjusted EBITDA and other non-GAAP financial measures have limitations, and investors should not consider them in isolation or as a substitute for analysis of our results as reported under GAAP. Further, Adjusted EBITDA, as we define it, may not be comparable to EBITDA, or similarly titled measures, as defined by other companies.



The following table provides a reconciliation of Adjusted EBITDA to Net Loss, the most directly comparable GAAP measure reported in our consolidated financial statements:

	<b>Year Ended December 31,</b>	
	<b>2017</b>	<b>2016</b>
	(in thousands)	
<b>Net loss</b>	\$ (22,288)	\$ (4,109)
Impairment expense	14,611	-
Stock-based compensation expense	900	264
Litigation settlement, net	155	(1,240)
Gain on settlement of debt	-	(148)
Gain on lease cancellation	-	(424)
Depreciation and amortization	3,197	3,324
Change in fair value of warrant liability	-	401
Interest expense	12	1,567
Interest and other income	(8)	(9)
Income tax expense (benefit)	(1,746)	(1,290)
<b>Adjusted EBITDA</b>	<u>\$ (5,167)</u>	<u>\$ (1,664)</u>

### **Results of Operations**

#### **Revenues**

##### ***Total Revenues***

The following tables set forth our revenue for the periods presented. The period-to-period comparison of financial results is not necessarily indicative of future results.

	<b>Year Ended December 31,</b>		<b>Change (Dollars)</b>	<b>Change (Percent)</b>
	<b>2017</b>	<b>2016</b>		
	(in thousands)			
<b>Revenues</b>				
Membership fees and related services	\$ 9,372	\$ 16,255	\$ (6,883)	(42.3)%
Lead generation	5,974	6,239	(265)	(4.2)%
Education and training	3,777	0	3,777	100.0%
Recruitment services	2,579	2,932	(353)	(12.0)%
Consumer advertising and marketing solutions	253	223	30	13.5%
Products sales and other	100	578	(478)	(82.7)%
Total revenues	<u>\$ 22,055</u>	<u>\$ 26,227</u>	<u>\$ (4,172)</u>	<u>(15.9)%</u>

Total revenues decreased \$4,172,000, or 15.9%, from \$26,227,000 for the year ended December 31, 2016 to \$22,055,000 for the year ended December 31, 2017. The decrease is mainly the result of reductions in our sales staff and workforce in our NAPW segment as part of restructuring and centralizing our operations. This was offset by \$3,777,000 additional revenue generated by our China operations that we launched in March of 2017.

##### ***Revenues by Segment***

The following table sets forth each operating segment's revenues for the periods presented. The period-to-period comparison is not necessarily indicative of future results.

	<b>Year Ended December 31,</b>		<b>Change (Dollars)</b>	<b>Change (Percent)</b>
	<b>2017</b>	<b>2016</b>		
	(in thousands)			
<b>NAPW Network</b>	\$ 9,472	\$ 16,833	\$ (7,361)	(43.7)%
<b>PDN Network</b>	2,832	3,155	(323)	(10.2)%
<b>Noble Voice</b>	5,974	6,239	(265)	(4.2)%
<b>China</b>	3,777	-	3,777	100.0%
Total revenues	<u>\$ 22,055</u>	<u>\$ 26,227</u>	<u>\$ (4,172)</u>	<u>(15.9)%</u>

Membership fees and related services and products sales attributable to the NAPW Network of \$9,472,000 for the year ended December 31, 2017 represent a reduction of \$7,361,000 from the comparable period in 2016, or 43.7%. The decrease is primarily due to reductions of the NAPW sales staff and workforce as a result of rebranding our NAPW business. Additionally, several aspects of operations were relocated to our Chicago headquarters aimed to increase efficiency and reduce costs. We do not anticipate further reductions in workforce and expect to increase the salesforce in future periods. We also expect a decrease in NAPW revenues during the first half of year 2018 as we rebrand the NAPW business and introduce several new membership products.

During the year ended December 31, 2017, our PDN Network generated \$2,832,000 in revenue compared to \$3,155,000 generated in the prior year period, a decrease of \$323,000 or 10.2%. The decrease was mainly attributable to (i) a decrease of \$140,000 in direct sales of our recruitment services resulting from the downsizing of the PDN Network sales team, and (ii) a \$218,000 decline in PDN Hired revenue, as a result of poor sales performance in the product line.

Noble Voice generated \$5,974,000 of lead generation revenue for the year ended December 31, 2017, compared to \$6,239,000 for the same period in 2016, representing a decrease of 4.2%. The decrease in revenue was the result of continuing compression in the markets served by Noble Voice coupled with the loss of a large, strategic vendor which forced a significant, mid-year reduction in force. The loss of this vendor was abrupt and not reflective of the Noble Voice business, but rather that vendor's change in business strategy. Currently, our efforts are focused on capturing additional market share through increased sales to our existing customer base and internal efforts to add new customers. We have capacity at our Chicago, IL call center to significantly grow our sales team without incurring additional rental costs. We've also experienced success in transitioning to a work-at-home model both in the Chicago and Detroit areas.

We started our operations in China in Q1 2017. During the year ended December 31, 2017, China Operations generated \$3,777,000 of revenue. \$2,875,000 of the revenue was generated from "The International Capital Leadership Summit" that was held on December 2, 2017 and featured Mr. Bruce Aust, Vice Chairman of the Nasdaq Exchange. Of the \$2,875,000 Summit revenue, \$2,565,000 was generated from an entity that was affiliated with certain CFL shareholders who had significant influence on this entity prior to August 2017. Additionally, in the third quarter of 2017, PDN China began to transact IAW memberships in China, ranging from RMB 20,000 to RMB 200,000 (Approximately \$3,000 to \$30,000 annual memberships). In the fourth quarter of 2017, PDN China began to transact business club memberships in China, ranging from RMB 20,000 to RMB 100,000 (Approximately \$3,000 to \$15,000 annual memberships). In 2017, we developed 18 IAW members and 10 business club members with total membership fees of approximately \$400,000, which we recognize ratably over the membership period (ranging from 12 to 36 months).

## Costs and Expenses

The following tables set forth our costs and expenses for the periods presented (certain items may not foot due to rounding). The period-to-period comparison of financial results is not necessarily indicative of future results.

	<b>Year Ended</b>		<b>Change</b>	<b>Change</b>
	<b>December 31,</b>			
	<b>2017</b>	<b>2016</b>	<b>(Dollars)</b>	<b>(Percent)</b>
	(in thousands)			
<b>Costs and expenses:</b>				
Cost of revenues	\$ 3,968	\$ 3,082	\$ 886	28.7%
Sales and marketing	10,285	13,315	(3,030)	(22.8)%
General and administrative	13,875	11,333	2,542	22.4%
Litigation settlements, net	155	(1,240)	1,395	112.5%
Goodwill impairment charge	14,611	-	14,611	100.0%
Depreciation and amortization	3,197	3,324	(127)	(3.8)%
Total costs and expenses	<u>\$ 46,091</u>	<u>\$ 29,814</u>	<u>\$ 16,277</u>	<u>54.6%</u>

Total costs and expenses increased in the year ended December 31, 2017 to \$46,091,000 compared to \$29,814,000 for the year ended December 31, 2016. This increase of 54.6% is primarily the result of goodwill impairment charge of \$14,611,000 taken during the year ended December 31, 2017, combined with \$3,323,000 total expenses that were incurred by our China operations that we launched in Q1 2017.

### **Costs and Expenses by Segment**

The following table sets forth each operating segment's costs and expenses for the periods presented. The period-to-period comparison is not necessarily indicative of future results.

	<b>Year Ended</b>		<b>Change</b>	<b>Change</b>
	<b>December 31,</b>			
	<b>2017</b>	<b>2016</b>	<b>(Dollars)</b>	<b>(Percent)</b>
	(in thousands)			
NAPW Network	\$ 29,884	\$ 18,293	\$ 11,591	63.4%
PDN Network	5,102	4,152	950	22.9%
Noble Voice	7,782	7,369	413	5.6%
China	3,323	-	3,323	100.0%
<b>Total costs and expenses</b>	<b>\$ 46,091</b>	<b>\$ 29,814</b>	<b>16,277</b>	<b>54.6%</b>

Costs and expenses increased by \$11,591,000, or 63.4%, in the NAPW Network segment primarily as a result of goodwill impairment charge of \$14,611,000 taken during the year ended December 31, 2017, offset by \$3,405,000, or 39.3% decrease in sales and marketing expenses, and \$865,000, or 11.5% decrease in general & administrative expenses as a result of the management focus on cost reduction, including the reductions in sales force, and reduction in marketing related expenses.

Costs and expenses increased by \$950,000, or 22.9%, in the PDN Network segment primarily due to \$635,000, or 239.6% increase in stock based compensation, and increase in corporate overhead costs such as legal and consulting, offset by \$320,000, or 26.7% reduction in cost of revenue, and \$168,000, or 9.6% reduction in sales & marketing expenses. While the corporate overhead costs grew in 2017, the operational expenses were largely reduced as a result of the management's efforts to reduce costs and improve efficiency.

Costs and expenses in our Noble Voice segment increased by \$413,000, or 5.6%, primarily due to \$525,000, or 18.9% increase in corporate overhead expenses such as legal and consulting, offset by \$215,000, or 14.4% reduction in cost of revenue as a result of reduced volume and increased efficiencies in purchasing data.

Costs and expenses in our China segment were \$3,323,000 during the year ended December 31, 2017. Because we started our operations in China in Q1 2017, there is no year over year comparison.

### **Operating Expenses**

*Cost of revenues:* Cost of revenues during the year ended December 31, 2017 was \$3,968,000, an increase of \$886,000, or 28.7%, from \$3,082,000, for the year ended December 31, 2016. The increase is mainly attributable to an increase \$1,533,000 related to our China Operations that was launched in March 2017, offset by a decrease of \$320,000 at Noble Voice, a decrease of \$215,000 at PDN Network, and a decrease of \$112,000 at NAPW. The reduction of cost of revenues at Noble Voice and PDN Network was at a greater percentage than reduction of revenue, which was a result of improved efficiencies in spending and lead data sourcing.

*Sales and marketing expense:* Sales and marketing expense for the year ended December 31, 2017 was \$10,285,000, a decrease of \$3,030,000, or 22.8%, from \$13,315,000 for the year ended December 31, 2016. The decrease is mainly attributable to a decrease of \$3,405,000, or 39.3% at our NAPW segment, due to a cost reduction plan we implemented in the second half on 2017 that resulted in 43% year-over-year reduction in the salesforce, lower digital advertising expenses, and overall better marketing cost management. In the future, we expect our overall sales and marketing costs to increase, particularly in NAPW Network, as we introduce new products and reinvest in our business.

*General and administrative expense:* General and administrative expenses increased by \$2,542,000, or 22.4%, to \$13,875,000 for the year ended December 31, 2017. The increase was primarily due to (i) \$1,359,000 of general and administrative expenses incurred by our China operations that we launched in March of 2017, and (ii) \$636,000 year over year increase of stock-based compensation.

*Litigation settlements:* Litigation settlement for year ended December 31, 2017 represents primarily \$146,000 expense that was accrued for the potential back-pay related to the “NLRB” legal proceeding (please refer to “Legal Proceedings” for details). In December 2016, we settled for \$1,450,000 a breach of contract lawsuit filed by LinkedIn in which LinkedIn was seeking \$3,290,000, plus interest and costs. As a result of the settlement and release, we recorded a gain on litigation settlement in the amount of \$1,740,000 as of December 31, 2016. In addition, in April 2016, we settled for \$500,000 a class action lawsuit. As a result of this settlement, we recorded litigation settlement expense of \$500,000 as of December 31, 2016.

*Goodwill impairment charge:* As a result of the recurring operating losses incurred in NAPW since its acquisition in September 2014, the Company undertook a review of the carrying amount of its goodwill as of June 30, 2017 and December 31 2017. Accordingly, the Company recorded a goodwill impairment charge of \$14,611,000 for the year ended December 31, 2017. No goodwill impairment charge was recorded during the year ended December 31, 2016.

*Depreciation and amortization expense :* Depreciation and amortization expense for the year ended December 31, 2017 was \$3,197,000, compared to \$3,324,000 for the year ended December 31, 2016, a decrease of \$127,000, or 3.8%. The decrease is mainly attributable to (i) a \$96,000 reduction in amortization expense of the capitalized technology costs from the PDN Network.

**Other Income (Expenses)**

	<b>Year Ended</b>		<b>Change</b>	<b>Change</b>
	<b>December 31,</b>			
	<b>2017</b>	<b>2016</b>	<b>(Dollars)</b>	<b>(Percent)</b>
	(in thousands)			
Total	\$ 4	\$ (1,411)	\$ 1,415	(100.3)%

During the year ended December 31, 2016, interest expense resulting from our terminated Master Credit Facility, which primarily includes cash interest expense and non-cash amortization of debt issue costs was \$1,565,000. This amount includes \$1,371,000 related to the amortization of the remaining balance of debt issue costs in connection with the termination of the Master Credit Facility in November 2016. Included in other income for the year ended December 31, 2016 is a \$148,000 gain on the settlement of our outstanding promissory note and related accrued interest with Matthew Proman, our former COO. Interest earned on investments during the year ended December 31, 2017 was negligible.



### Change in Fair Value of Warrant Liability

	Year Ended		Change (Dollars)	Change (Percent)
	December 31, 2017	December 31, 2016		
	(in thousands)			
Total	\$ -	\$ (401)	\$ 401	100.0%

The change in the fair value of the warrant liability was related to (i) the common stock purchase warrants issued to the White Winston on June 30, 2016 and (ii) the common stock purchase warrants issued to underwriters in the Company's IPO on March 4, 2013. During the year ended December 31, 2017, there was no change in fair value of warrant liability. During the year ended December 31, 2016, we recorded a non-cash expense of \$401,000 related to the warrants issued to White Winston. There was no change in the fair value of warrant liability during the year ended December 31, 2016 related to the warrants issued to underwriters.

### Income Tax (Benefit) Expense

	Year Ended		Change (Dollars)	Change (Percent)
	December 31, 2017	December 31, 2016		
	(in thousands)			
Total	\$ (1,746)	\$ (1,290)	\$ (456)	35.3%

The effective income tax rate for the year ended December 31, 2017 was 7.26%, resulting in an income tax benefit of \$1,746,000. The effective income tax rate for the year ended December 31, 2016 was 23.89%, resulting in an income tax benefit of \$1,290,000. The majority of the difference in the effective income tax rate was due to a goodwill impairment charge of \$14,611,000 that was recognized during the year ended December 31, 2017, the Tax Act's change in corporate tax rate from 35% to 21% resulting in a benefit of \$788,000, and a change in valuation allowance resulting in a benefit of \$213,000.

## Net loss

The following table sets forth each operating segment's net gain or loss for the periods presented. The period-to-period comparison is not necessarily indicative of future results.

	Year Ended		Change (Dollars)	Change (Percent)
	December 31,			
	2017	2016		
	(in thousands)			
NAPW Network	\$ (18,828)	\$ (1,110)	\$ (17,718)	1,596.2%
PDN Network	(2,094)	(2,138)	44	(2.1)%
Noble Voice	(1,697)	(861)	(836)	97.1%
China	332	-	332	(100.0)%
Consolidated net loss	<u>\$ (22,288)</u>	<u>\$ (4,109)</u>	<u>\$ (18,178)</u>	<u>442.4%</u>

*Consolidated Net Loss* . As the result of the factors discussed above, during the year ended December 31, 2017, we incurred \$22,288,000 of net losses, and increase of 442.4% from net losses for the year ended December 31, 2016. The changes were primarily attributable to a goodwill impairment charge of \$14,611,000 taken during the year ended December 31, 2017 against NAPW Network, and reduction of revenue by \$7,949,000 year over year at NAPW Network, PDN Network and Noble Voice, offset by additional revenue of \$3,777,000 generated by our China operations that we launched in Q1 2017. Reduction of year over year net loss was also caused by a non-recurring net gain of \$1,240,000 related to litigation settlements, and a \$424,000 gain on the lease cancellation of our former Los Angeles, California NAPW office.

*NAPW Network Net Loss* . During the year ended December 31, 2017, we incurred a net loss of \$18,828,000, compared to \$1,110,000 for the prior year period. The increase in net loss was primarily attributable to a goodwill impairment charge of \$14,611,000 during the year ended December 31, 2017, reduction in revenue by \$7,361,000, and a net gain of \$1,240,000 from lawsuit settlements, a gain from the lease cancellation, the closing of NAPW Network office facilities that we recorded during the year ended December 31, 2016. The increase in net loss was partially offset by a large, \$3,405,000 reduction of sales and marketing expense, mainly as a result of substantial cuts in salesforce and reduced spending on digital advertising.

*PDN Network Net Loss* . During the year ended December 31, 2017, we incurred \$2,094,000 of net losses attributable to the PDN Network, a decrease of \$44,000, compared to the net losses incurred for the year ended December 31, 2016. The decrease in net loss is primarily a result of one-time interest expense of \$1,565,000 that resulted from our terminated Master Credit Facility, and a non-cash expense of \$401,000 related to the warrants issued to White Winston, both recorded during the year ended in December 31, 2016. Excluding these two one-time expenses, PDN Network net loss incurred in year 2017 saw an increase of \$1,922,000, compared to year 2016. The increase is mainly due to an increase of \$636,000 of stock-based compensation, higher legal and board of directors compensation expenses allocated to the PDN Network as a portion of the Company corporate overhead expenses, and \$323,000 reduction in revenue. These increases were partially offset by a \$320,000 reduction of cost of revenue, and \$168,000 reduction of sales and marketing expenses as a result of our efforts in increasing efficiency and reducing operational expenses.

*Noble Voice Net Loss*. During the year ended December 31, 2017, we recognized a net loss of \$1,697,000 attributable to the Noble Voice division, compared to net losses of \$861,000 for the year ended December 31, 2016. The \$836,000, or 97.1% increase in net loss for the year ended December 31, 2017, compared to the year ended December 31, 2016 was primarily due to a \$515,000 increase in Company corporate overhead expenses, primarily legal and consulting that were allocated to the Noble Voice segment, and a decline in revenue of \$265,000. This was partially offset by reductions in costs of sales and service largely due to efficiencies made in the purchase of data the Company uses to drive internet traffic.

## Liquidity and Capital Resources

The following table summarizes our liquidity and capital resources as of December 31, 2017 and 2016, respectively, and is intended to supplement the more detailed discussion that follows:

	December 31,	
	2017	2016
	(in thousands)	
Cash and cash equivalents	\$ 3,014	\$ 6,069
Working capital (deficiency)	\$ (1,140)	\$ 1,000

Our principal sources of liquidity are our cash and cash equivalents and the net proceeds from the issuance of Common Stock to CFL. During the year ended December 31, 2016, our principal sources of liquidity also included the proceeds from the Master Credit Facility with White Winston, which was terminated on November 7, 2016 as discussed in more detail below.

As of December 31, 2017 and 2016, we had deficiency of approximately \$1,140,000 and working capital of approximately \$1,000,000, respectively. We had an accumulated deficit of approximately \$69,746,000 at December 31, 2017. During the year ended December 31, 2017, we generated a net loss of approximately \$22,288,000, used cash in operations of approximately \$6,331,000, and we expect that we will continue to generate operating losses for the foreseeable future.

On November 7, 2016, we consummated the issuance and sale of 1,777,417 shares of Common Stock to CFL, at a price of \$9.60 per share (giving effect to the Reverse Split), pursuant to the terms of the Purchase Agreement with CFL. We received total gross proceeds of approximately \$17.1 million from the Share Issuance, or \$14.1 million after giving effect to the payment for 312,500 shares of Common Stock tendered and not withdrawn in the Tender Offer. We received approximately \$9.0 million in net proceeds from the Share Issuance, after repayment of outstanding indebtedness and the payment of transaction-related expenses at the closing.

On November 7, 2016, in connection with the closing of the Share Issuance, we (i) repaid in full all amounts owed under the Master Credit Facility, and (ii) terminated the Master Credit Facility and related agreements between the Company and White Winston, including the Board Representation Agreement, dated as of June 30, 2016. All security interests created under the Master Credit Facility were released upon repayment of the amounts under and termination of the Master Credit Facility.

On January 18, 2017, we sold 312,500 shares of Common Stock to CFL at a price of \$9.60 per share, for total gross proceeds of \$3,000,000, or \$2,800,000 after giving effect to the payment of transaction-related expenses.

On December 8, 2017, the Company sold 18,200 shares of common stock at a price of \$3.49 per Share for gross proceeds of \$63,518.00. The per Share purchase price reflected a ten percent (10%) discount from the closing price of the Company's common stock on December 7, 2017.

The management of the Company also made efforts in 2017 and first quarter of 2018 to contain and reduce cost, including implementing new approval process over travel and other expenses, significantly reducing the cash compensation for independent board directors, terminating non-performing employees and eliminating certain positions, replacing and negotiating with certain vendors, and consolidating our PDN and Noble Voice operations into one location. If we are not successful in reducing our costs we may then need to dispose of certain of these assets or discontinue certain business lines.

We currently anticipate that our available funds and cash flow from operations will be sufficient to meet our working capital requirements for the twelve months subsequent to the issuance of our financial statements. However, there can be no assurances that our business plans and actions will be successful, that we will generate anticipated revenues, or that unforeseen circumstances will not require additional funding sources in the future or effectuate plans to conserve liquidity. Future efforts to raise additional funds may not be successful or they may not be available on acceptable terms, if at all. In addition, due to China's foreign currency control, the Company cannot move money between China and the U.S. freely. The People's Bank of China (PBOC) and State Administration of Foreign Exchange (SAFE) regulate the flow of foreign exchange in and out of the country. We need to get approval from Chinese government to move money from China to the U.S. which might take extra time.

We collect membership fees generally at the commencement of the membership term or at renewal periods thereafter. The memberships we sell are for one year and we defer recognition of the revenue from membership sales and renewals and recognize it ratably over the twelve month period. Starting January 2, 2018, we also offer a monthly membership for IAW USA for which we collect a fee on a monthly basis. Our PDN Network also sells recruitment services to employers, generally on a one year contract basis. This revenue is also deferred and recognized over the life of the contract. Our payment terms for PDN Network and Noble Voice customers range from 30 to 60 days. We consider the difference between the payment terms and payment receipts a result of transit time for invoice and payment processing and to date have not experienced any liquidity issues as a result of the payments extending past the specified terms. Cash and cash equivalents and short term investments consist primarily of cash on deposit with banks and investments in money market funds, corporate and municipal debt and U.S. government and U.S. government agency securities.

	Year Ended December 31,	
	2017	2016
	(in thousands)	
Cash provided by (used in):		
Operating activities	\$ (6,331)	\$ (6,664)
Investing activities	(343)	658
Financing activities	3,586	10,005
Effect on exchange rate on cash	34	-
Net increase in cash and cash equivalents	<u>\$ (3,054)</u>	<u>\$ 3,999</u>

### Cash and Cash Equivalents

The Company considers cash and cash equivalents to include all short-term, highly liquid investments that are readily convertible to known amounts of cash and have original maturities of three months or less.

### Net Cash Used in Operating Activities

Net cash used in operating activities for the year ended December 31, 2017 was \$6,331,000. We had a net loss of \$22,288,000 during the year ended December 31, 2017, and a deferred tax benefit of \$1,746,000, which were partially offset by non-cash goodwill impairment charge of \$14,611,000, depreciation and amortization of \$3,197,000, stock-based compensation expense of \$900,000, provision for bad debt of \$171,000, and loss on litigation settlement of \$155,000. Changes in operating assets and liabilities used \$1,333,000 of cash during the year ended December 31, 2017, consisting primarily of decreases in deferred revenue, accounts payable, prepaid expenses, and incremental direct costs, partially offset by increases in accrued expenses.

Net cash used in operating activities for the year ended December 31, 2016 was \$6,664,000. We had a net loss of \$4,109,000 during the year ended December 31, 2016, a deferred tax benefit of \$1,290,000, a gain on litigation settlements of \$1,240,000 and a gain on lease cancellation of \$424,000, which were partially offset by non-cash depreciation and amortization of \$3,324,000, deferred financing cost amortization of \$1,528,000, a change in the fair value of warrant liabilities of \$401,000 and stock-based compensation expense of \$264,000. Changes in operating assets and liabilities used \$4,970,000 of cash during the year ended December 31, 2016, consisting primarily of decreases in deferred revenue and accounts payable and increased prepaid expenses partially offset by increases in incremental direct costs and decreases in accounts receivable.

### Net Cash (Used in) Provided by Investing Activities

Net cash used in investing activities during the year ended December 31, 2017 was \$343,000, consisting of \$185,000 in costs incurred to develop technology, \$154,000 in purchases of property and equipment and \$5,000 of returned security deposits.

Net cash provided by investing activities during the year ended December 31, 2016 was \$658,000, consisting of \$500,000 of proceeds from the maturities of short-term investments, \$5,000 in purchases of property and equipment and \$163,000 of returned security deposits.

### Net Cash Provided by Financing Activities

Net cash provided by financing activities during the year ended December 31, 2017 was \$3,586,000, consisting of \$3,064,000 of proceeds from the sale of common stock to CFL and IAW members, \$666,000 proceeds due to the reduction in the merchant reserve for NAPW Network, partially offset by the payment of \$144,000 of costs related to the CFL Transaction.

Net cash provided by financing activities during the year ended December 31, 2016 was \$10,005,000, consisting of \$17,063,000 of proceeds from the sale of common stock to CFL, \$2,159,000 of proceeds drawn on our Master Credit Facility, \$687,000 in proceeds from the exercise of warrants, partially offset by the payment of \$3,530,000 of costs related to the CFL Transaction, the payment of \$3,000,000 in connection with our repurchase of common stock, the repayment of \$2,159,000 upon the termination of our Master Credit Facility, \$744,000 of costs related to securing the Master Credit Facility, \$166,000 due to the increase in the merchant reserve for NAPW Network and \$5,000 for the repurchase of restricted stock.

#### **Off-Balance Sheet Arrangements**

Since inception, we have not engaged in any off-balance sheet activities as defined in Regulation S-K Item 303(a)(4).

#### **Critical Accounting Policies and Estimates**

On April 5, 2012, the Jumpstart Our Business Startups Act (the “**JOBS Act**”) was signed into law. The JOBS Act contains provisions that, among other things, reduce certain reporting requirements for qualifying public companies. As an “emerging growth company,” we may delay adoption of new or revised accounting standards applicable to public companies until the earlier of the date that (i) we are no longer an emerging growth company or (ii) we affirmatively and irrevocably opt out of the extended transition period for complying with such new or revised accounting standards. We have elected to take advantage of the benefits of this extended transition period. Our consolidated financial statements may therefore not be comparable to those of companies that comply with such new or revised accounting standards. Upon issuance of new or revised accounting standards that apply to our consolidated financial statements, we will disclose the date on which adoption is required for non-emerging growth companies and the date on which we will adopt the recently issued accounting guidelines.

Our management’s discussion and analysis of financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States, or U.S. GAAP. The preparation of these consolidated financial statements requires us to exercise considerable judgment with respect to establishing sound accounting policies and in making estimates and assumptions that affect the reported amounts of our assets and liabilities, our recognition of revenues and expenses, and disclosure of commitments and contingencies at the date of the consolidated financial statements.

We base our estimates on our historical experience, knowledge of our business and industry, current and expected economic conditions, the attributes of our products, the regulatory environment, and in certain cases, the results of outside appraisals. We periodically re-evaluate our estimates and assumptions with respect to these judgments and modify our approach when circumstances indicate that modifications are necessary. These estimates and assumptions form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

While we believe that the factors we evaluate provide us with a meaningful basis for establishing and applying sound accounting policies, we cannot guarantee that the results will always be accurate. Since the determination of these estimates requires the exercise of judgment, actual results could differ from such estimates.

While our significant accounting policies are more fully described in Note 3 to our consolidated financial statements included at the end of this Annual Report, we believe that the following accounting policies are the most critical to aid you in fully understanding and evaluating our reported financial results and affect the more significant judgments and estimates that we use in the preparation of our consolidated financial statements.

#### ***Accounts Receivable***

Our policy is to reserve for uncollectible accounts based on our best estimate of the amount of probable credit losses in our existing accounts receivable. We periodically review our accounts receivable to determine whether an allowance for doubtful accounts is necessary based on an analysis of past due accounts and other factors that may indicate that the realization of an account may be in doubt. Account balances deemed to be uncollectible are charged to the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

#### ***Goodwill and Intangible Assets***

We account for goodwill and intangible assets in accordance with Accounting Standards Codification (“ASC”) 350, Intangibles - Goodwill and Other (“ASC 350”). ASC 350 requires that goodwill and other intangibles with indefinite lives should be tested for impairment annually or on an interim basis if events or circumstances indicate that the fair value of an asset has decreased below its carrying value.

We evaluate goodwill for impairment annually (December 31) and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. Triggering events that may indicate impairment include, but are not limited to, a significant adverse change in customer demand or business climate that could affect the value of goodwill or a significant decrease in expected cash flows.

When conducting our goodwill impairment assessment, we apply the two-step impairment test. The first step, identifying a potential impairment, compares the fair value of the reporting unit with its carrying amount. If the carrying value exceeds its fair value, the second step would need to be conducted; otherwise, no further steps are necessary as no potential impairment exists. The second step, measuring the impairment loss, compares the implied fair value of the goodwill with the carrying amount of that goodwill. Any excess of the goodwill carrying value over the respective implied fair value is recognized as an impairment loss, and the carrying value of goodwill is written down to fair value.

#### ***Capitalized Technology Costs***

We account for capitalized technology costs in accordance with ASC 350-40, Internal-Use Software (“ASC 350-40”). In accordance with ASC 350-40, we capitalize certain external and internal computer software costs incurred during the application development stage. The application development stage generally includes software design and configuration, coding, testing and installation activities. Training and maintenance costs are expensed as incurred, while upgrades and enhancements are capitalized if it is probable that such expenditures will result in additional functionality. Capitalized software costs are amortized over the estimated useful lives of the software assets on a straight-line basis, generally not exceeding three years.

## ***Business Combinations***

ASC 805, Business Combinations (“ASC 805”), applies the acquisition method of accounting for business combinations to all acquisitions where the acquirer gains a controlling interest, regardless of whether consideration was exchanged. ASC 805 establishes principles and requirements for how the acquirer : a) recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any non-controlling interest in the acquiree; b) recognizes and measures the goodwill acquired in the business combination or a gain from a bargain purchase; and c) determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. Accounting for acquisitions requires the Company to recognize, separately from goodwill, the assets acquired and the liabilities assumed at their acquisition-date fair values. Goodwill as of the acquisition date is measured as the excess of consideration transferred and the net of the acquisition-date fair values of the assets acquired and the liabilities assumed. While the Company uses its best estimates and assumptions to accurately value assets acquired and liabilities assumed at the acquisition date, the estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, the Company may record adjustments to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to the consolidated statements of comprehensive loss.

## ***Revenue Recognition***

Our principal sources of revenue are recruitment revenue, consumer marketing and consumer advertising revenue, membership subscription fees, lead generation revenues and product sales. Recruitment revenue includes revenue recognized from direct sales to customers for recruitment services and events, as well as revenue from our direct ecommerce sales. Revenues from recruitment services are recognized when the services are performed, evidence of an arrangement exists, the fee is fixed or determinable and collectability is probable. Our recruitment revenue is derived from agreements through single and multiple job postings, recruitment media, talent recruitment communities, basic and premier corporate memberships, hiring campaign marketing and advertising, e-newsletter marketing and research and outreach services.

Consumer marketing and consumer advertising revenue is recognized either based upon a fixed fee for revenue sharing agreements in which payment is required at the time of posting, or billed based upon the number of impressions (the number of times an advertisement is displayed) recorded on the websites as specified in the customer agreement.

Revenue generated from NAPW Network membership subscriptions is recognized ratably over the 12-month membership period, although members pay their annual fees at the commencement of the membership period. Starting January 2, 2018, we also offer a monthly membership for which we collect fees on a monthly basis and we recognize revenue in the same month as the fees are collected. Revenue from related membership services are derived from fees for development and set-up of a member’s personal on-line profile and/or press release announcements. Fees related to these services are recognized as revenue at the time the on-line profile is complete and press release is distributed.

We derive lead generation revenues pursuant to arrangements with for-profit educational centers. Under these arrangements, we match educational centers with potential candidates, pursuant to specific parameters defined in each arrangement. We invoice the educational centers on a monthly basis based upon the number of leads provided. Revenues related to lead generation are recognized at the time the educational centers are invoiced.

## **Recent Accounting Pronouncements**

See Note 3 to our consolidated financial statements.

## **Special Note Regarding Forward-Looking Statements**

This annual report on Form 10-K, including Part I, Item 1. “*Business*” and Part II, Item 7. “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*,” contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements concern expectations, beliefs, projections, plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. Specifically, this annual report contains forward-looking statements regarding:

- our beliefs regarding our ability to capture and capitalize on market trends;
- our expectations on the future growth and financial health of the online diversity recruitment industry and the industry participants, and the drivers of such growth;
- our expectations regarding continued membership growth;
- our beliefs regarding the increased value derived from the synergies among our segments; and
- availability and intended use of liquidity.

These forward-looking statements reflect our current views about future events and are subject to risks, uncertainties and assumptions. We wish to caution readers that certain important factors may have affected and could in the future affect our actual results and could cause actual results to differ significantly from those expressed in any forward-looking statement. The most important factors that could prevent us from achieving our goals, and cause the assumptions underlying forward-looking statements and the actual results to differ materially from those expressed in or implied by those forward-looking statements include, but are not limited to, the following:

- failure to realize synergies and other financial benefits from mergers and acquisitions within expected time frames, including increases in expected costs or difficulties related to integration of merger and acquisition partners;
- inability to identify and successfully negotiate and complete additional combinations with potential merger or acquisition partners or to successfully integrate such businesses, including our ability to realize the benefits and cost savings from, and limit any unexpected liabilities acquired as a result of, any such business combinations;
- our operating loss in 2015 and 2016;
- our limited operating history in a new and unproven market;
- increasing competition in the market for online professional networks;
- our ability to comply with increasing governmental regulation and other legal obligations related to privacy;
- our ability to adapt to changing technologies and social trends and preferences;
- our ability to attract and retain a sales and marketing team, management and other key personnel and the ability of that team to execute on the Company's business strategies and plans;
- our ability to obtain and maintain intellectual property protection for our intellectual property;
- our ability to execute our China growth plan
- any future litigation regarding our business, including intellectual property claims;
- general and economic business conditions; and
- legal and regulatory developments.

Additional factors, risks and uncertainties that may affect our results, are discussed in Item 1A. "*Risk Factors*" of this Annual Report beginning on page 13, and in our subsequent filings with the SEC. You should consider these factors, risks and uncertainties when evaluating any forward-looking statements and you should not place undue reliance on any forward-looking statement. Forward-looking statements represent our views as of the date of this annual report, and we undertake no obligation to update any forward-looking statement to reflect the impact of circumstances or events that arise after the date of this annual report.

#### **ITEM 7A - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Not applicable.

#### **ITEM 8 - FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The Company's financial statements required by this item are included on pages F-1 through F-28 of this Annual Report. See Item 15(a)(1) for a listing of financial statements provided.



## ITEM 9 - CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

## ITEM 9A - CONTROLS AND PROCEDURES

### Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness, as of the end of the period covered by this Annual Report, of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The purpose of this evaluation was to determine whether as of the evaluation date our disclosure controls and procedures were effective to provide reasonable assurance that the information we are required to disclose in our filings with the SEC under the Exchange Act: (1) is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and (2) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding disclosure. Based on this evaluation and because of the material weakness described below, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were not effective as of the end of the period covered in this Annual Report on Form 10-K.

### *Management’s Report on Internal Control over Financial Reporting*

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer (principal executive officer and principal financial officer, respectively), is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act. We have designed our internal controls to provide reasonable assurance that our financial statements are prepared in accordance with generally accepted accounting principles in the United States (U.S. GAAP), and include those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and disposition of our assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorization of our management and directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Our management conducted an evaluation of the effectiveness of our internal controls over financial reporting as of December 31, 2017. In making this evaluation, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”) in its 2013 *Internal Control — Integrated Framework*.

Based on this evaluation and because of the material weakness described below, our Chief Executive Officer and Chief Financial Officer have concluded that our internal controls over financial reporting were not effective as of the end of the period covered in this Annual Report on Form 10-K. The management undertook several remediation actions, including additional segregation of duties within our accounting and financial reporting functions, an expansion of our corporate accounting staff and the addition of qualified personnel with knowledge of U.S. GAAP to help address the material weaknesses identified at December 31, 2016. These measures helped improve our internal controls and remediate lack of segregation of incompatible duties that was identified as material weakness at December 31, 2016. The other deficiencies in controls the Company identified as of December 31, 2016 such as (i) lack of sufficient qualified personnel with the relative U.S. GAAP knowledge, and (ii) lack of effective financial reporting process to prepare financial statements in accordance with U.S. GAAP still existed at December 31, 2017. Additionally, during the evaluation, a new material weakness was identified in our China operations that we launched in March 2017. To address this material weakness, we have expanded our internal controls to include additional analysis and other procedures over the preparation of the financial statements included in this report. Accordingly, our management has concluded that the financial statements included in this report fairly present in all material respects our financial position and results of operations.

This Annual Report does not include an attestation report of the Company’s registered public accounting firm regarding internal control over financial reporting. Management’s report was not subject to attestation by the Company’s registered public accounting firm pursuant to rules of the SEC that permit the Company to provide only management’s report in this Annual Report on Form 10-K.

### ***Material Weakness in Internal Control Over Financial Reporting***

A material weakness is a control deficiency or a combination of control deficiencies that result in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected. Our management had concluded that, as of December 31, 2017, we did not maintain effective controls over the preparation, review, presentation and disclosure of our financial statements. Specifically, we noted the following:

- The Company lacks sufficient qualified personnel with the relative U.S. GAAP knowledge to review conclusions reached regarding the accounting for complex transactions and related analyses to record amounts resulting from such transactions in our financial records.
- We did not maintain an effective financial reporting process to prepare financial statements in accordance with U.S. GAAP. Specifically, our process lacked timely and complete financial statement reviews and procedures to ensure all required disclosures were made in our financial statements.
- With regard to service income in our China operations, a material weakness existed in control design related to contract administration, ensuring that completed contracts were in place and revenue recognition principles were satisfied before the revenue was recorded. This material weakness was identified by management in the fourth quarter of 2017.

### ***Plan for Remediation of Material Weakness***

During 2017, we continued our initiatives to improve and remediate material weaknesses related to our internal control over financial reporting for the period ended December 31, 2017. Specifically:

- We expanded our corporate accounting staff and added qualified personnel with knowledge of U.S. GAAP,
- We initiated more effective financial reporting process that included monthly and quarterly closing check-list and monthly review of the financial reports by the Company's Finance Dept. leadership.

The material weakness in our China operations was identified near the end of the fourth quarter 2017. As a consequence, there was insufficient time for management to design and implement a remediation strategy in 2017. However, during the first quarter in 2018, the company implemented new policies and processes to enhance the internal control structure in our China operations, as noted below:

- Design and implement standard processes and controls over revenue recognition of service income in China. All recognized contracts must be executed by both parties and stamped with their respective official seals.
- Invoices will be recorded with a sequential numbering system to ensure all invoices are recorded and tracked on a timely basis.

We anticipate that the actions described above and resulting improvements in controls will strengthen the Company's internal control over financial reporting and will, over time, address the related material weakness. However, because many of the controls in the Company's system of internal controls, particularly in the China operations, rely extensively on manual review and approval, the successful operation of these controls may be required for several quarters prior to management being able to conclude that the material weakness has been remediated.

## Limitations on the Effectiveness of Controls

The effectiveness of any system of internal control over financial reporting, including ours, is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting, including ours, no matter how well designed and operated, can only provide reasonable, not absolute assurances. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but cannot assure you that such improvements will be sufficient to provide us with effective internal control over financial reporting.

## Changes in Internal Control over Financial Reporting

During the fourth quarter of 2017 we continued to undertake efforts to enhance the overall internal control structure. We implemented additional review and approval policies and procedures within our operations. There have been no other changes in our internal control over financial reporting that occurred during our fiscal quarter ended December 31, 2017 that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

## ITEM 9B - OTHER INFORMATION

None.

## PART III

## ITEM 10 - DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

### Code of Business Conduct and Ethics

We have adopted a Code of Ethics that applies to our Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer. The Code of Ethics is located on our internet web site at [www.prodivnet.com](http://www.prodivnet.com) under "Company-Investor Relations – Corporate Governance – Governance Documents." We intend to provide disclosure of any amendments or waivers of our Code of Ethics on our website within four business days following the date of the amendment or waiver.

Other information required by this item, including information regarding directors, executive officers and corporate governance matters will be incorporated herein by reference to the sections entitled "*Proposal 1: Nomination and Election of Directors – Nominees for Director*," "*Corporate Governance – Meetings and Committees of the Board of Directors*," "*Executive Officers*" and "*Section 16(a) Beneficial Ownership Reporting Compliance*" in the Company's definitive proxy statement for its 2018 annual meeting of shareholders (the "**2018 Proxy Statement**"), which proxy statement will be filed no later than 120 days after the close of the Company's fiscal year ended December 31, 2017.

## ITEM 11 - EXECUTIVE COMPENSATION

The information required by this item is incorporated herein by reference to the sections entitled "*Executive Compensation*," "*Corporate Governance – Compensation Committee Interlocks and Insider Participation*" and "*Section 16(a) Beneficial Ownership Reporting Compliance*" in the 2018 Proxy Statement, which proxy statement will be filed no later than 120 days after the close of the Company's fiscal year ended December 31, 2017.

## ITEM 12 - SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information regarding security ownership of management and certain beneficial owners required by this item is incorporated herein by reference to the section entitled “*Security Ownership of Certain Beneficial Owners and Management*” in the 2018 Proxy Statement, which proxy statement will be filed no later than 120 days after the close of the Company’s fiscal year ended December 31, 2017.

## ITEM 13 - CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

### Certain Relationships and Related Party Transactions

The information required by this item is incorporated herein by reference to the sections entitled “*Corporate Governance – Certain Relationships and Related Party Transactions*” and “*Corporate Governance – Director Independence*” in the 2018 Proxy Statement, which proxy statement will be filed no later than 120 days after the close of the Company’s fiscal year ended December 31, 2017.

## ITEM 14 - PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item is incorporated herein by reference to the section entitled “*Independent Registered Public Accounting Firm*” in the 2018 Proxy Statement, which proxy statement will be filed no later than 120 days after the close of the Company’s fiscal year ended December 31, 2017.

## PART IV

## ITEM 15 - EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

### (a) 1. Financial Statements

The financial statements and schedules listed in the accompanying Index to Financial Statements on page F-1 are filed as part of this report.

### 2. Financial Statement Schedules

The financial statement schedules have been omitted because they are not applicable or because the required information is given in the consolidated financial statements and notes thereto.

### 3. Exhibits

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
2.1	<a href="#"><u>Agreement and Plan of Merger among the Company, NAPW Merger Sub, Inc., NAPW, Inc. and Matthew B. Proman, dated as of July 11, 2014 (incorporated herein by reference to the Company’s Current Report on Form 8-K filed with the SEC on July 14, 2014).</u></a>
2.2	<a href="#"><u>Stock Purchase Agreement, dated as of August 12, 2016, by and between Professional Diversity Network, Inc. and Cosmic Forward Limited, including as Exhibit A the form of Stockholders’ Agreement (incorporated herein by reference to Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the SEC on August 15, 2016).</u></a>
3.1	<a href="#"><u>Amended and Restated Certificate of Incorporation of the Company, as amended through October 17, 2016 (incorporated herein by reference to Exhibit 3.1 of the Company’s Quarterly Report on Form 10-Q filed with the SEC on November 14, 2016).</u></a>

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
3.2	<a href="#"><u>Second Amended and Restated Bylaws of the Company, as amended (incorporated herein by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K filed with the SEC on November 8, 2016).</u></a>
4.1	<a href="#"><u>Common Stock Certificate (incorporated herein by reference to Exhibit 4.1 of Amendment No. 12 to the Company's Registration Statement on Form S-1 (No. 333-181594), filed with the SEC on February 28, 2013).</u></a>
4.2	<a href="#"><u>Form of Underwriters' Warrant (incorporated herein by reference to Exhibit 1.1 of Amendment No. 12 to the Company's Registration Statement on Form S-1 (No. 333-181594), filed with the SEC on February 28, 2013).</u></a>
4.3±	<a href="#"><u>Common Stock Purchase Warrant for the Purchase of 6,000 Shares of Common Stock of Professional Diversity Network, Inc. between David Bocchi and the Company, dated as of September 24, 2014 (incorporated by reference herein to Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2014).</u></a>
4.4	<a href="#"><u>Common Stock Purchase Warrant for the Purchase of 50,000 Shares of Common Stock of Professional Diversity Network, Inc. between Matthew B. Proman and the Company, dated as of September 24, 2014 (incorporated by reference herein to Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2014).</u></a>
4.5	<a href="#"><u>Common Stock Warrant for the Purchase of 131,250 Shares of Common Stock of Professional Diversity Network, Inc. between Matthew B. Proman and the Company, dated as of September 24, 2014 (incorporated by reference herein to Exhibit 10.5 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2014).</u></a>
4.6	<a href="#"><u>Warrant for the Purchase of 1,000,000 Shares of Common Stock of Professional Diversity Network, Inc. at a purchase price of \$0.25 between White Winston Select Asset Funds, LLC and Professional Diversity Network, Inc., dated June 30, 2016 (incorporated herein by reference to Exhibit 4.6 to the Company's Current Report on Form 8-K filed with the SEC on July 6, 2016).</u></a>
4.7	<a href="#"><u>Warrant for the Purchase of 1,750,000 Shares of Common Stock of Professional Diversity Network, Inc. at a purchase price of \$0.25 between White Winston Select Asset Funds, LLC and Professional Diversity Network, Inc., dated June 30, 2016 incorporated herein by reference to Exhibit 4.7 to the Company's Current Report on Form 8-K filed with the SEC on July 6, 2016).</u></a>
4.8	<a href="#"><u>Warrant for the Purchase of 1,000,000 Shares of Common Stock of Professional Diversity Network, Inc. at a purchase price of \$2.50 between White Winston Select Asset Funds, LLC and Professional Diversity Network, Inc., dated June 30, 2016 (incorporated herein by reference to Exhibit 4.8 to the Company's Current Report on Form 8-K filed with the SEC on July 6, 2016).</u></a>
4.9	<a href="#"><u>Stockholders' Agreement, dated as of November 7, 2016, by and among Professional Diversity Network, Inc., Cosmic Forward Limited, Maoji (Michael) Wang, Jingbo Song, Yong Xiong Zheng and Nan Nan Kou (incorporated herein by reference to Exhibit 4.9 to the Company's Current Report on Form 8-K filed with the SEC on November 8, 2016).</u></a>
4.10*	<a href="#"><u>Agreement on Exclusive Technical Support, Consultation and Service, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd. and Jiangxi PDN Culture &amp; Media Co., Ltd.</u></a>
4.11*	<a href="#"><u>Business Operation Agreement, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd. and Jiangxi PDN Culture &amp; Media Co., Ltd.</u></a>
4.12*	<a href="#"><u>Equity Interest Pledge Agreement, dated as of February 26, 2018 between PDN (China) International Culture Development Co., Ltd., Maoji (Michael) Wang and Anyong Wu.</u></a>
4.13*	<a href="#"><u>Exclusive Stock Option Agreement, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd., Maoji (Michael) Wang and Anyong Wu.</u></a>
4.14*	<a href="#"><u>Intellectual Property Licensing Agreement, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd. and Jiangxi PDN Culture &amp; Media Co., Ltd.</u></a>
10.1	<a href="#"><u>Master Services Agreement between Apollo Group and the Registrant, dated October 1, 2012, (incorporated herein by reference to Exhibit 10.6 of Amendment No. 9 to the Company's Registration Statement on Form S-1 (No. 333-181594), filed with the SEC on January 16, 2013).</u></a>
10.2	<a href="#"><u>Statement of Work by and between the Registrant and Apollo Group, dated October 1, 2012 (incorporated herein by reference to Exhibit 10.13 of Amendment No. 12 to the registrant's Registration Statement on Form S-1 (No. 333-181594) filed with the SEC on February 28, 2013).</u></a>
10.3	<a href="#"><u>Insertion Order between Apollo Group and the Registrant, dated June 11, 2012 (incorporated herein by reference to Exhibit 10.11 of Amendment No. 4 to the registrant's Registration Statement on Form S-1 (No. 333-181594) filed with the SEC on September 7, 2012)</u></a>
10.4†	<a href="#"><u>Diversity Recruitment Partnership Agreement between the Registrant and LinkedIn Corporation, dated as of November 6, 2012 (incorporated herein by reference to Exhibit 10.12 of Amendment No. 9 to the registrant's Registration Statement on Form S-1 (No. 333-181594) filed with the SEC on January 16, 2013)</u></a>
10.5#	<a href="#"><u>Amended and Restated Employment Agreement between the Company and James Kirsch, dated as of September 24, 2014 (incorporated herein by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2014)</u></a>

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
10.6#	<a href="#"><u>Employment Agreement between the Company and David Mecklenburger, dated as of September 24, 2014 (incorporated herein by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2014)</u></a>
10.7#	<a href="#"><u>Employment Agreement between the Company and Matthew Proman, dated as of September 24, 2014 (incorporated herein by reference to Exhibit 10.8 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2014)</u></a>
10.8#	<a href="#"><u>Employment Agreement between the Company and Star Jones, dated as of September 24, 2014 (incorporated herein by reference to Exhibit 10.9 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2014)</u></a>
10.9#	<a href="#"><u>Employment Agreement between the Company and Christopher Wesser, dated as of September 24, 2014 (incorporated herein by reference to Exhibit 10.10 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2014)</u></a>
10.10#	<a href="#"><u>Severance Agreement and General Release, dated as of March 10, 2015, between the Company and Rudy Martinez (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on March 12, 2015)</u></a>
10.11#	<a href="#"><u>Offer Letter, dated February 20, 2015, from the Company to Jorge Perez (incorporated herein by reference to Exhibit 10.12 to the Company's Annual Report on Form 10-K filed with the SEC on March 31, 2015).</u></a>
10.12#	<a href="#"><u>Professional Diversity Network, Inc. 2013 Equity Compensation Plan (incorporated herein by reference to Exhibit 10.15 of Amendment No. 12 to the registrant's Registration Statement on Form S-1 (No. 333-181594) filed with the SEC on February 28, 2013)</u></a>
10.13	<a href="#"><u>Form of Professional Diversity Network, Inc. 2013 Equity Compensation Plan Nonqualified Stock Option Award Agreement (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on April 18, 2014)</u></a>
10.14#	<a href="#"><u>Amendment No. 1 to Professional Diversity Network, Inc. 2013 Equity Compensation Plan (incorporated herein by reference to Exhibit 10.25 to the Company's Registration Statement on Form S-8 filed with the SEC on May 16, 2016).</u></a>
10.15	<a href="#"><u>Asset Purchase Agreement among Professional Diversity Network, Inc. and Careerimp, Inc., dated as of June 14, 2013 (incorporated herein by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K filed with the SEC on March 27, 2014)</u></a>
10.16	<a href="#"><u>Asset Purchase Agreement among Professional Diversity Network, Inc. and Personnel Strategies, Inc., dated as of September 18, 2013(incorporated herein by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K filed with the SEC on March 27, 2014)</u></a>
10.17	<a href="#"><u>Promissory Note issued by the Company to Matthew B. Proman in the principal amount of \$445,000, dated as of September 24, 2014 (incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on September 26, 2014)</u></a>
10.18	<a href="#"><u>Professional Diversity Network, Inc. 2013 Equity Compensation Plan Code Section 409A Nonqualified Stock Option Award Agreement, dated as of September 24, 2014, between Matthew Proman and the Company (incorporated herein by reference to Exhibit 10.11 to the Company's Quarterly Report on Form 10-Q filed with the SEC on November 14, 2014)</u></a>
10.19	<a href="#"><u>Restricted Stock Agreement between the Company and Star Jones, dated as of September 24, 2014 (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form S-8 filed with the SEC on December 30, 2014)</u></a>
10.20	<a href="#"><u>Restricted Stock Agreement between the Company and Christopher Wesser, dated as of September 24, 2014 (incorporated by reference herein to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on December 30, 2014)</u></a>
10.21	<a href="#"><u>Separation Agreement and Mutual Release of All Claims, dated as of July 16, 2015, between the Company and Matthew Proman (incorporated herein by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on November 16, 2015).</u></a>
10.22	<a href="#"><u>Confidential Settlement and Mutual Release of All Claims, dated November 4, 2016 by and between the Company and Matthew B. Proman (incorporated herein by reference to the Company's Current Report filed with the SEC on November 14, 2016).</u></a>

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
10.23	<a href="#"><u>Master Credit Facility dated March 30, 2016 by and among Professional Diversity Network, Inc., NAPW, Inc., Noble Voice LLC and Compliant Lead LLC, as borrowers, and White Winston Select Asset Funds, LLC, as lender (incorporated herein by reference to Exhibit 10.24 to the Company's Current Report on Form 8-K filed with the SEC on April 4, 2016).</u></a>
10.24	<a href="#"><u>Amendment to the Master Credit Facility and Consent and Waiver Agreement, dated as of August 10, 2016, by and among Professional Diversity Network, Inc., NAPW, Inc., Noble Voice, LLC, Compliant Lead LLC and White Winston Select Asset Funds, LLC (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on August 15, 2016).</u></a>
10.25	<a href="#"><u>Board Representation Agreement dated June 30, 2016 by and among Professional Diversity Network, Inc. and White Winston Select Asset Funds, LLC (incorporated herein by reference to Exhibit 10.24 to the Company's Current Report on Form 8-K filed with the SEC on July 6, 2016).</u></a>
10.26#	<a href="#"><u>Employment Agreement between the Company and Katherine Butkevich, dated September 30, 2016 (incorporated herein by reference to Exhibit 10.29 to the Company's Current Report on Form 8-K filed with the SEC on October 4, 2016).</u></a>
21*	<a href="#"><u>List of Subsidiaries of the Company</u></a>
23*	<a href="#"><u>Consent of Marcum LLP.</u></a>
24	<a href="#"><u>Powers of Attorney (included on the signature page to this report)</u></a>
31.1*	<a href="#"><u>Certification of Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a) or Rule 15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u></a>
31.2*	<a href="#"><u>Certification of Chief Financial Officer pursuant to Exchange Act Rule 13a-14(a) or Rule 15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u></a>
32.1*	<a href="#"><u>Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u></a>

\* Filed herewith

† Confidential treatment requested as to certain portions of this exhibit. Such portions have been redacted and submitted separately to the SEC.

# Denotes a management contract or compensation plan or arrangement

± The Common Stock Purchase Warrants issued by the Company to each of Craig Skop, Priyanka Mahajan, Kevin Mangan, Eric Lord, Ramnarain Jaigobind, Zachary Hirsch, Joseph Haughton, Phillip Michals, Raffaele Gambardella and Robert Eide, all of whom are affiliates of Aegis Capital Corp., are substantially identical in all material respects to the Common Stock Purchase Warrant issued to David Bocchi and filed as an exhibit, except as to the recipient of such warrants and the number of shares of Common Stock issuable upon exercise of such warrants. Pursuant to SEC regulation, we have omitted filing copies of such warrants as exhibits to this Annual Report on Form 10-K.

## INDEX TO FINANCIAL STATEMENTS

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of  
Professional Diversity Network, Inc. and Subsidiaries

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Professional Diversity Network, Inc. and Subsidiaries (the "Company") as of December 31, 2017 and 2016, the related consolidated statements of operations and comprehensive loss, stockholders' equity and cash flows for each of the two years in the period ended December 31, 2017, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting 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.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Marcum llp

Marcum llp

We have served as the Company's auditor since 2012.

Melville, NY

March 30, 2018

**Professional Diversity Network, Inc. and Subsidiaries**  
**CONSOLIDATED BALANCE SHEETS**

	<b>December 31,</b>	
	<b>2017</b>	<b>2016</b>
<b>Current Assets:</b>		
Cash and cash equivalents (Amount related to variable interest entity of \$1,671,378 in 2017)	\$ 3,013,927	\$ 6,068,973
Accounts receivable, net	1,997,983	2,170,529
Incremental direct costs	145,292	423,023
Prepaid expenses and other current assets	478,379	957,140
<b>Total current assets</b>	<b>5,635,581</b>	<b>9,619,665</b>
Property and equipment, net	237,037	277,534
Capitalized technology, net	158,142	173,368
Goodwill	5,590,150	20,201,190
Intangible assets, net	6,381,206	9,183,439
Merchant reserve	760,849	1,426,927
Security deposits	225,957	220,754
Other assets	-	35,000
<b>Total assets</b>	<b>\$ 18,988,922</b>	<b>\$ 41,137,877</b>
<b>Current Liabilities:</b>		
Accounts payable	\$ 1,524,066	\$ 2,172,332
Accrued expenses	1,247,116	962,172
Deferred revenue	4,004,015	5,485,599
<b>Total current liabilities</b>	<b>6,775,197</b>	<b>8,620,103</b>
Deferred rent	56,082	55,718
Deferred tax liability	1,803,519	3,653,274
Other liabilities	52,321	33,159
<b>Total liabilities</b>	<b>8,687,119</b>	<b>12,362,254</b>
<b>Commitments and contingencies</b>		
<b>Stockholders' Equity</b>		
Common stock, \$0.01 par value, 45,000,000 shares authorized, 3,963,864 shares and 3,623,899 shares issued as of December 31, 2017 and 2016, respectively, and 3,962,816 and 3,619,338 shares outstanding as of December 31, 2017 and 2016, respectively	39,639	36,204
Additional paid in capital	80,016,218	76,234,772
Accumulated other comprehensive income	28,848	-
Accumulated deficit	(69,745,785)	(47,458,236)
Treasury stock, at cost; 1,048 shares at December 31, 2017 and 2016	(37,117)	(37,117)
<b>Total stockholders' equity</b>	<b>10,301,803</b>	<b>28,775,623</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 18,988,922</b>	<b>\$ 41,137,877</b>

See Note 3 for Additional Variable Interest Entity Disclosures.

The accompanying notes are an integral part of these consolidated financial statements.

**Professional Diversity Network, Inc. and Subsidiaries**  
**CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS**

	<b>Year Ended December 31,</b>	
	<b>2017</b>	<b>2016</b>
<b>Revenues:</b>		
Membership fees and related services	\$ 9,371,843	\$ 16,254,932
Lead generation	5,973,964	6,239,057
Recruitment services	2,578,597	2,931,642
Product sales and other	100,289	578,466
Education and training	3,776,546	-
Consumer advertising and marketing solutions	252,980	222,969
Total revenues	<u>22,054,219</u>	<u>26,227,066</u>
<b>Costs and expenses:</b>		
Cost of revenues	3,967,881	3,082,467
Sales and marketing	10,285,411	13,315,008
General and administrative	13,874,730	11,332,640
Loss (gain) on litigation settlement, net	155,216	(1,240,297)
Goodwill impairment expense	14,611,040	-
Depreciation and amortization	3,197,191	3,323,711
Total costs and expenses	<u>46,091,469</u>	<u>29,813,529</u>
Loss from operations	<u>(24,037,250)</u>	<u>(3,586,463)</u>
<b>Other income (expense):</b>		
Interest expense	(12,399)	(1,567,317)
Interest and other income	8,165	8,532
Gain on settlement of debt	-	148,112
Other finance costs	8,421	-
Other expense, net	<u>4,187</u>	<u>(1,410,673)</u>
Change in fair value of warrant liability	-	(401,000)
Loss before income tax expense (benefit)	(24,033,063)	(5,398,136)
Income tax expense (benefit)	<u>(1,745,514)</u>	<u>(1,289,634)</u>
Net loss	<u>\$ (22,287,549)</u>	<u>\$ (4,108,502)</u>
<b>Other comprehensive loss:</b>		
Foreign currency translation adjustment	28,848	-
Comprehensive loss	<u>\$ (22,258,701)</u>	<u>\$ (4,108,502)</u>
Net loss per common share, basic and diluted	<u>\$ (5.68)</u>	<u>\$ (1.98)</u>
<b>Weighted average outstanding shares used in computing net loss per common share:</b>		
Basic and diluted	<u>3,920,849</u>	<u>2,076,724</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Professional Diversity Network, Inc. and Subsidiaries**  
**CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY**

	Common Stock		Additional Paid In Capital	Accumulated Deficit	Treasury Stock		Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount			Shares	Amount		
<b>Balance at January 1, 2016</b>	<b>1,809,676</b>	<b>\$ 18,097</b>	<b>\$63,554,194</b>	<b>\$(43,349,734)</b>	<b>1,048</b>	<b>\$(37,117)</b>	<b>-</b>	<b>\$ 20,185,440</b>
Stock-based compensation	2,778	28	264,303	-	-	-	-	264,331
Repurchase of common stock on vesting of restricted stock	(735)	(7)	(5,474)	-	-	-	-	(5,481)
Reclassification of derivative liability	-	-	781,000	-	-	-	-	781,000
Issuance of warrants in connection with Master Credit Agreement	-	-	403,458	-	-	-	-	403,458
Proceeds from sale of common stock to Cosmic Forward Limited, net of other costs of \$3,495,326	1,777,417	17,774	13,550,103	-	-	-	-	13,567,877
Shares repurchased in connection with tender offer	(312,500)	(3,125)	(2,996,875)	-	-	-	-	(3,000,000)
Exercise of warrants	343,750	3,437	684,063	-	-	-	-	687,500
Net loss	-	-	-	(4,108,502)	-	-	-	(4,108,502)
<b>Balance at December 31, 2016</b>	<b>3,620,386</b>	<b>\$ 36,204</b>	<b>\$76,234,772</b>	<b>\$(47,458,236)</b>	<b>1,048</b>	<b>\$(37,117)</b>	<b>-</b>	<b>\$ 28,775,623</b>
Net proceeds from sale of common stock to Cosmic Forward Limited	312,500	3,125	2,817,875	-	-	-	-	2,821,000
Sale of common stock	18,200	182	(63,336)	-	-	-	-	63,518
Translation adjustments	-	-	-	-	-	-	28,848	28,848
Stock-based compensation	12,778	128	900,235	-	-	-	-	900,363
Net loss	-	-	-	(22,287,549)	-	-	-	(22,287,549)
<b>Balance at December 31, 2017</b>	<b>3,963,864</b>	<b>\$ 39,639</b>	<b>\$80,016,218</b>	<b>\$(69,745,785)</b>	<b>1,048</b>	<b>\$(37,117)</b>	<b>\$ 28,848</b>	<b>\$ 10,301,803</b>

The accompanying notes are an integral part of these financial statements.

**Professional Diversity Network, Inc. and Subsidiaries**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Year Ended December 31,	
	2017	2016
<b>Cash flows from operating activities:</b>		
Net loss	\$ (22,287,549)	\$ (4,108,502)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	3,197,191	3,323,711
Deferred tax expense (benefit)	(1,849,755)	(1,289,634)
Loss (gain) on litigation settlement	155,216	(1,240,297)
Gain on lease cancellation	-	(423,998)
Goodwill impairment charge	14,611,040	-
Stock-based compensation expense	900,363	264,331
Amortization of deferred financing costs	-	1,527,672
Amortization of prepaid license fees	-	112,500
Amortization of customer deposits	-	(112,500)
Change in fair value of warrant liability	-	401,000
Provision for bad debt	171,313	-
Gain on settlement of debt	-	(148,112)
Changes in operating assets and liabilities:		
Accounts receivable	4,607	340,001
Prepaid expenses and other current assets	480,484	(545,548)
Incremental direct costs	277,731	600,893
Accounts payable	(659,175)	(1,053,312)
Accrued expenses	135,043	127,572
Deferred income	(1,487,181)	(4,481,294)
Deferred rent	364	10,563
Other liabilities	19,162	30,890
Net cash used in operating activities	<u>(6,331,146)</u>	<u>(6,664,064)</u>
<b>Cash flows from investing activities:</b>		
Proceeds from maturities of short-term investments	-	500,000
Costs incurred to develop technology	(185,114)	-
Purchases of property and equipment	(153,628)	(5,292)
Security deposits	(4,559)	163,032
Net cash (used in) provided by investing activities	<u>(343,301)</u>	<u>657,740</u>
<b>Cash flows from financing activities:</b>		
Proceeds from the sale of common stock	3,063,518	17,063,203
Exercise of warrants	-	687,500
Payment of offering costs	(144,000)	(3,530,326)
Repurchase of common stock	-	(3,000,000)
Proceeds from line of credit	-	2,159,362
Repayment of line of credit	-	(2,159,362)
Payment of deferred financing costs related to Master Credit Facility	-	(744,214)
Repayment of note payable	-	(300,000)
Merchant reserve	666,078	(166,078)
Shares repurchased on vesting of restricted stock	-	(5,481)
Payments of capital leases	-	-
Net cash provided by financing activities	<u>3,585,596</u>	<u>10,004,604</u>
Effect of exchange rate on cash	33,805	-
Net (decrease)/ increase in cash and cash equivalents	(3,055,046)	3,998,280
Cash and cash equivalents, beginning of year	6,068,973	2,070,693
Cash and cash equivalents, end of year	<u>\$ 3,013,927</u>	<u>\$ 6,068,973</u>

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**Professional Diversity Network, Inc. and Subsidiaries**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(Continued)**

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	<b>Year Ended December 31,</b>	
	<b>2017</b>	<b>2016</b>
Supplemental disclosures of other cash flow information:		
Cash paid for income taxes	\$ 1,702	\$ 19,375
Cash paid for interest	\$ -	\$ 37,492

The accompanying notes are an integral part of these consolidated financial statements.

## **1. Description of Business**

Professional Diversity Network, Inc. is both the operator of the Professional Diversity Network (the “Company,” “we,” “our,” “us,” “PDN Network,” “PDN” or the “Professional Diversity Network”) and a holding company for NAPW, Inc., a wholly-owned subsidiary of the Company and the operator of the National Association of Professional Women (the “NAPW Network” or “NAPW”), Noble Voice LLC and Compliant Lead LLC (collectively, “Noble Voice”), PDN (Hong Kong) International Education Ltd, PDN(Hong Kong)International Education Information Co., Ltd, and PDN (China) International Culture Development Co. Ltd in March 2017, each of which is a wholly-owned subsidiary of the Company and together provide career consultation services. In November 2017, Jiangxi PDN Culture Media Co.,Ltd became a consolidated variable interest entity (VIE). Laws and regulations of the People’s Republic of China (“PRC”) prohibit or restrict companies with foreign ownership from certain activities and benefits including eligibility for certain government grants and certain rebates related to commercial activities. To provide the Company the expected residual returns of the VIE, the Company, through its wholly-owned subsidiary PDN (China) International Culture Development Co., Ltd., entered into a series of contractual arrangements with the VIE and its registered shareholders to enable the Company, to exercise effective control over the VIE, receive substantially all of the economic benefits and residual returns, and absorb substantially all the risks of the VIE as if they were their sole shareholders; and have an exclusive option to purchase all of the equity interests in the VIE. Please refer to footnote #3 for more details about the VIE entity. The PDN Network operates online professional networking communities with career resources specifically tailored to the needs of different diverse cultural groups including: Women, Hispanic-Americans, African-Americans, Asian-Americans, Disabled, Military Professionals, Lesbians, Gay, Bisexual and Transgender (LGBT), and Students and Graduates seeking to transition from education to career. The networks’ purposes, among others, are to assist its registered users in their efforts to connect with like-minded individuals, identify career opportunities within the network and connect with prospective employers. The Company’s technology platform is integral to the operation of its business. The NAPW Network is an exclusive women-only professional networking organization, whereby its members can develop their professional networks, further their education and skills, and promote their business and career accomplishments. NAPW provides its members with opportunities to network and develop valuable business relationships with other professionals through its website, as well as at events hosted at its local chapters across the country. Noble Voice monetizes these consultations by using proprietary technology to drive inexpensive online traffic to our offline call center and generating value-added leads for the Company’s strategic partners who provide continuing education and career services. The Company has begun establishing business operations in China in 2017. Our business activities, similar to those in the United States, will be focused on providing tools, products and services in China, which will assist in personal and professional development.

## **2. Liquidity, Financial Condition and Management’s Plans**

At December 31, 2017, the Company’s principal sources of liquidity were its cash and cash equivalents.

The Company had an accumulated deficit of approximately \$69,746,000 at December 31, 2017. During the year ended December 31, 2017, the Company generated a net loss of approximately \$22,288,000, and used cash in operations of approximately \$6,331,000. At December 31, 2017, the Company had a cash balance of approximately \$3,014,000. Total revenues were approximately \$22,054,000 and \$26,227,000 for the years ended December 31, 2017 and 2016, respectively. The Company had a working capital (deficit) of approximately \$(1,139,000) and \$1,000,000 at December 31, 2017 and 2016, respectively.

The Company is closely monitoring operating costs and capital requirements and has developed an operating plan for 2018. Management of the Company also made efforts in 2017 and first quarter of 2018 to contain and reduce cost, including implementing new approval process over travel and other expenses, significantly reducing the cash compensation for independent board directors, terminating non-performing employees and eliminating certain positions, replacing and negotiating with certain vendors, and consolidating our PDN and Noble Voice operations into one location. If we are not successful in reducing our costs we may then need to dispose of certain of these assets or discontinue certain business lines.

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**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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On January 29, 2018, Professional Diversity Network, Inc. (the “Company”) sold 380,295 shares of common stock (each a “Share” and collectively the “Shares”) at a price of \$3.91 per Share for gross proceeds of \$1,486,953.45. The per Share purchase price reflected the closing price of the Company’s common stock on January 24, 2018. The purchaser is Mr. Shengqi Cai, an individual and a resident of the People’s Republic of China.

Management believes that its available funds and cash flow from operations will be sufficient to meet its working capital requirements through March 2019. However, there can be no assurances that the plans and actions proposed by management will be successful, that the Company will generate anticipated revenues, or that unforeseen circumstances will not require additional funding sources in the future or effectuate plans to conserve liquidity. Future efforts to raise additional funds may not be successful or they may not be available on acceptable terms, if at all. Due to China’s foreign currency control, the Company cannot move money between China and the U.S. freely. The People’s Bank of China (PBOC) and State Administration of Foreign Exchange (SAFE) regulate the flow of foreign exchange in and out of the country. We need to get approval from the Chinese government to move money from China to the U.S. which might take extra time.

### 3. Summary of 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 (“U.S. GAAP”).

**Use of Estimates** – The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the consolidated financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future intervening events. Accordingly, the actual results could differ significantly from estimates.

Significant estimates underlying the financial statements include the fair value of acquired assets and liabilities associated with acquisitions; assessment of goodwill impairment, other intangible assets and long-lived assets for impairment; allowances for doubtful accounts and assumptions related to the valuation allowances on deferred taxes, impact of applying the revised federal tax rates on deferred taxes, the valuation of stock-based compensation and the valuation of stock warrants.

**Principles of Consolidation** - The accompanying consolidated financial statements include the accounts of the Company, its wholly-owned subsidiaries and a variable interest entity. All significant intercompany balances and transactions have been eliminated in consolidation.

#### *Variable Interest Entity*

##### Basic Information

The Company follows the guidance of accounting for variable interest entities, which requires certain variable interest entities to be consolidated by the primary beneficiary of the entities.

The Company’s management evaluated the relationships between the Company and Jiangxi PDN Culture & Media Co., and the economic benefits flow of the applicable contractual arrangements. The Company concluded that it is the primary beneficiary of Jiangxi PDN Culture & Media Co.. As a result, the results of operations, assets and liabilities of Jiangxi PDN Culture & Media Co. have been included in the Company’s consolidated financial statements as of November 16, 2017.

The significant agreements through which the Company exercises effective control over Jiangxi PDN Culture & Media Co. are:

- Agreement on Exclusive Technical Support, Consultation and Service, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd. and Jiangxi PDN Culture & Media Co., Ltd.
- Business Operation Agreement, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd. and Jiangxi PDN Culture & Media Co., Ltd.
- Equity Interest Pledge Agreement, dated as of February 26, 2018 between PDN (China) International Culture Development Co., Ltd., Maoji (Michael) Wang and Anyong Wu.
- Exclusive Stock Option Agreement, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd., Maoji (Michael) Wang and Anyong Wu.
- Intellectual Property Licensing Agreement, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd. and Jiangxi PDN Culture & Media Co., Ltd.

#### Financial Information of VIE



Liabilities recognized as a result of consolidating this VIE do not represent additional claims on the Company's general assets. VIE assets can be used to settle obligations of the primary beneficiary. The financial information of Jiangxi PDN Culture & Media Co., which was included in the accompanying consolidated financial statements, is presented as follows:

	December 31,	
	2017	2016
	<i>(in thousands)</i>	
Cash and cash equivalents	\$ 1,671	-
Total assets	\$ 1,672	
Total liabilities	\$ 257	-
	<i>(in thousands)</i>	
	Year ended December 31,	
	2017	2016
Total net revenue	\$ 1,666	\$ -
Net income	\$ 1,392	\$ -

**Cash Equivalents** - The Company considers cash equivalents to include all short-term, highly liquid investments that are readily convertible to known amounts of cash and have original maturities of three months or less.

**Accounts Receivable** - Accounts receivable represent receivables generated from fees earned from customers and advertising revenue. The Company's policy is to reserve for uncollectible accounts based on its best estimate of the amount of probable credit losses in its existing accounts receivable. The Company periodically reviews its accounts receivable to determine whether an allowance for doubtful accounts is necessary based on an analysis of past due accounts and other factors that may indicate that the realization of an account may be in doubt. Account balances deemed to be uncollectible are charged to the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. As of December 31, 2017 and 2016, the allowance for doubtful accounts amounted to \$33,000, and \$95,000, respectively.

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**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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**Incremental Direct Costs** - Incremental direct costs incurred in connection with enrolling members in the NAPW Network consist of sales commissions paid to the Company's direct sales agents. The commissions are deferred and amortized over the term of membership, which is a 12 month period. Amortization of deferred commissions is included in sales and marketing expense in the accompanying consolidated statements of operations. Incremental direct costs amounted to \$145,292 and \$423,023 at December 31, 2017 and 2016, respectively. Amortization expense of deferred commissions amounted to \$819,000 and \$1,758,000 for the years ended December 31, 2017 and 2016, respectively.

**Property and Equipment** - Property and equipment is stated at cost, including any cost to place the property into service, less accumulated depreciation. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets which currently range from 3 to 5 years. Leasehold improvements are amortized over the shorter of their estimated useful lives or the term of the lease. Maintenance, repairs and minor replacements are charged to operations as incurred; major replacements and betterments are capitalized. The cost of any assets sold or retired and related accumulated depreciation are removed from the accounts at the time of disposition, and any resulting profit or loss is reflected in income or expense for the period.

**Capitalized Technology Costs** - In accordance with Accounting Standards Codification ("ASC") 350-40, Internal-Use Software, the Company capitalizes certain external and internal computer software costs incurred during the application development stage. The application development stage generally includes software design and configuration, coding, testing and installation activities. Training and maintenance costs are expensed as incurred, while upgrades and enhancements are capitalized if it is probable that such expenditures will result in additional functionality. Capitalized software costs are amortized over the estimated useful lives of the software assets on a straight-line basis, generally not exceeding three years.

**Business Combinations** - ASC 805, Business Combinations ("ASC 805"), applies the acquisition method of accounting for business combinations to all acquisitions where the acquirer gains a controlling interest, regardless of whether consideration was exchanged. ASC 805 establishes principles and requirements for how the acquirer: a) recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any non-controlling interest in the acquiree; b) recognizes and measures the goodwill acquired in the business combination or a gain from a bargain purchase; and c) determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. Accounting for acquisitions requires the Company to recognize, separately from goodwill, the assets acquired and the liabilities assumed at their acquisition-date fair values. Goodwill as of the acquisition date is measured as the excess of consideration transferred and the net of the acquisition-date fair values of the assets acquired and the liabilities assumed. While the Company uses its best estimates and assumptions to accurately value assets acquired and liabilities assumed at the acquisition date, the estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, the Company may record adjustments to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to the consolidated statements of operations.

**Goodwill and Intangible Assets** - The Company accounts for goodwill and intangible assets in accordance with ASC 350, Intangibles – Goodwill and Other ("ASC 350"). ASC 350 requires that goodwill and other intangibles with indefinite lives should be tested for impairment annually or on an interim basis if events or circumstances indicate that the fair value of an asset has decreased below its carrying value.

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**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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Goodwill is tested for impairment at the reporting unit level on an annual basis (December 31 for the Company) and between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. The Company considers its market capitalization and the carrying value of its assets and liabilities, including goodwill, when performing its goodwill impairment test.

Prior to January 1, 2017, when conducting its annual goodwill impairment assessment, the Company initially performed a qualitative evaluation of whether it is more likely than not that goodwill was impaired. If it was determined by a qualitative evaluation that it was more likely than not that goodwill was impaired, the Company then applied a two-step impairment test. The two-step impairment test first compared the fair value of the Company's reporting unit to its carrying or book value. If the fair value of the reporting unit exceeded its carrying value, goodwill was not impaired and the Company was not required to perform further testing. If the carrying value of the reporting unit exceeded its fair value, the Company determined the implied fair value of the reporting unit's goodwill and if the carrying value of the reporting unit's goodwill exceeded its implied fair value, then an impairment loss equal to the difference was recorded in the consolidated statements of operations.

Effective January 1, 2017, the Company prospectively adopted the provisions of ASU 2017-04, "Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment" ("ASU 2017-04"). ASU 2017-04 eliminates the second step of the goodwill impairment test. Therefore, for goodwill impairment tests occurring after January 1, 2017, if the carrying value of a reporting unit exceeds its fair value, the Company will measure any goodwill impairment losses as the amount by which the carrying amount of a reporting unit exceeds its fair value, not to exceed the total amount of goodwill allocated to that reporting unit.

As a result of the recurring operating losses incurred in NAPW since its acquisition in September 2014, the Company undertook a review of the carrying amount of its goodwill. The Company performed its review based on both qualitative and quantitative factors and determined that carrying value of NAPW's goodwill exceeded its implied fair value. Accordingly, the Company recorded a goodwill impairment charge of \$14,611,000 in the accompanying consolidated statement of operations and comprehensive loss during the year ended December, 31 2017.

**Treasury Stock** – Treasury stock is recorded at cost as a reduction of stockholders' equity in the accompanying consolidated balance sheets.

**Revenue Recognition** – Revenue is recognized when all of the following conditions exist: (1) persuasive evidence of an arrangement exists, (2) services are performed, (3) the sales price is fixed or determinable, and (4) collectability is reasonably assured.

#### *Membership Fees and Related Services*

Membership fees are collected up-front and member benefits become available immediately; however those benefits must remain available over the 12 month membership period. At the time of enrollment, membership fees are recorded as deferred revenue and are recognized as revenue ratably over the 12 month membership period. Members who are enrolled in this plan may cancel their membership in the program at any time and receive a partial refund (amount remaining in deferred revenue) or due to consumer protection legislation, a full refund based on the policies of the member's credit card company.

Starting January 2, 2018, we also offer a monthly membership for which we collect fees on a monthly basis and we recognize revenue in the same month as we collect the monthly fees.

Revenue from related membership services are derived from fees for development and set-up of a member's personal on-line profile and/or press release announcements. Fees related to these services are recognized as revenue at the time the on-line profile is complete and press release is distributed.

Deferred Revenue – Deferred revenue includes customer deposits received prior to performing services which are recognized as revenue when revenue recognition criteria are met.

#### *Lead Generation*

Professional Diversity Network provides career opportunities to our registered users. Our Career Advisors suggest job opportunities for our registered users based on their location and profile. In certain circumstances our Career Advisors offer career support services to our registered users, including resume writing, education opportunities and economic consultations. In certain circumstances we receive compensation from various business partners resulting from our job seeker referrals. The Company derives lead generation revenues pursuant to arrangements with its business partners. Under these arrangements, the Company matches its business partners with potential candidates, pursuant to specific parameters defined in each arrangement. The Company invoices on a monthly basis based upon the number of leads provided. Revenues related to lead generation are recognized in the month when the leads are sent to its business partners.

The Company's business partners include educational institutions such as Keypath Education, QuinStreet and Education Dynamics in Noble Voice's traditional, core business, as well as a broad array of corporations such as Avon Products, American Airlines, and Uber, among others.

#### *Recruitment Services*

The Company's recruitment services revenue is derived from the Company's agreements through single and multiple job postings,

recruitment media, talent recruitment communities, basic and premier corporate memberships, hiring campaign marketing and advertising, e-newsletter marketing and research and outreach services. Recruitment revenue includes revenue recognized from direct sales to customers for recruitment services and events, as well as revenue from the Company's direct e-commerce sales. Direct sales to customers are most typically a twelve month contract for services and as such the revenue for each contract is recognized ratably over its twelve month term. Event revenue is recognized in the month that the event takes place and e-commerce sales are for one month job postings and the revenue from those sales are recognized in the month the sale is made. Our recruitment services mainly consist of the following products:

- On-line job postings to our diversity sites and to our broader network of websites including the National Association for the Advancement of Colored People and the National Urban League
- OFCCP job promotion and recordation services
- Diversity job fairs, both in person and virtual fairs
- Diversity recruitment job advertising services
- Cost per application, a service that employers can purchase whereby PDN sources qualified candidates and charges only for those applicants who meet the employers' minimum qualifications
- Diversity executive staffing services

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**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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*Product Sales and Other Revenue*

Products offered to members relate to custom made plaques. Product sales are recognized as deferred revenue at the time the initial order is placed. Revenue is then recognized at the time these products are shipped. The Company's shipping and handling costs are included in cost of sales in the accompanying consolidated statements of operations.

*Education and Training*

The Company works with its business partners to provide education and training seminars to business people in China. Revenues are recognized in the month when the seminar takes place. A significant portion of our 2017 education and training revenue was generated from "The International Capital Leadership Summit" that was held on December 2, 2017 and featured Mr. Bruce Aust, Vice Chairman of the Nasdaq Exchange. Of the \$2,875,000 Summit revenue, \$2,565,000 was generated from an affiliated entity that was affiliated with certain CFL shareholders who had significant influence on this entity prior to August 2017.

*Consumer Advertising and Marketing Solutions*

The Company provides career opportunity services to its various partner organizations through advertising and job postings on their websites. The Company works with its partners to develop customized websites and job boards where the partners can generate advertising, job postings and career services to their members, students and alumni. Consumer advertising and marketing solutions revenue is recognized as jobs are posted to their hosted sites.

The Company's partner organizations include NAACP and National Urban League, VetJobs, among others.

**Advertising and Marketing Expenses** – Advertising and marketing expenses are expensed as incurred or the first time the advertising takes place. The production costs of advertising are expensed the first time the advertising takes place. For the years ended December 31, 2017 and 2016, the Company incurred advertising and marketing expenses of approximately \$2,859,000 and \$2,694,000, respectively. These amounts are included in sales and marketing expenses in the accompanying consolidated statements of operations. At December 31, 2017 and 2016, there were no prepaid advertising expenses recorded in the accompanying consolidated balance sheets.

**Concentrations of Credit Risk** - Financial instruments, which potentially subject the Company to concentration of credit risk, consist principally of cash and cash equivalents and accounts receivable. The Company places its cash with high credit quality institutions. At times, such amounts may be in excess of the FDIC insurance limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risk on the account.

**Income Taxes** - The Company accounts for income taxes in accordance with ASC 740, Income Taxes, which requires that the Company recognize deferred tax liabilities and assets based on the differences between the financial statement basis and tax basis of assets and liabilities, using enacted tax rates in effect for the year in which the differences are expected to reverse. The Company estimates the degree to which tax assets and credit carryforwards will result in a benefit based on expected profitability by tax jurisdiction. A valuation allowance for such tax assets and loss carryforwards is provided when it is determined to be more likely than not that the benefit of such deferred tax asset will not be realized in future periods. If it becomes more likely than not that a tax asset will be used, the related valuation allowance on such assets would be reduced.

ASC 740 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with ASC 740-20 and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. There were no unrecognized tax benefits as of December 31, 2017. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position.

The Company may be subject to potential income tax examinations by federal or state authorities. These potential examinations may include questioning the timing and amount of deductions, the nexus of income among various tax jurisdictions and compliance with federal and state tax laws. Management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months. Tax years that remain open for assessment for federal and state tax purposes include the years ended December 31, 2013 through 2017.

The Company's policy for recording interest and penalties associated with audits is to record such expense as a component of income tax expense. There were no amounts accrued for penalties or interest as of December 31, 2017.

**Fair Value of Financial Assets and Liabilities** - Financial instruments, including cash and cash equivalents, short-term investments and accounts payable, are carried at cost. Management believes that the recorded amounts approximate fair value due to the short-term nature of these instruments.

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**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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*Net Loss per Share* - The Company computes basic net loss per share by dividing net loss available to common stockholders by the weighted average number of common shares outstanding for the period and excludes the effects of any potentially dilutive securities. Diluted earnings per share, if presented, would include the dilution that would occur upon the exercise or conversion of all potentially dilutive securities into common stock using the “treasury stock” and/or “if converted” methods as applicable. The computation of basic net loss per share for the years ended December 31, 2017 and 2016 excludes the potentially dilutive securities summarized in the table below because their inclusion would be anti-dilutive.

	<u>2017</u>	<u>2016</u>
Warrants to purchase common stock	170,314	170,314
Stock options	246,564	69,950
Unvested restricted stock	15,544	2,778
	<u>432,422</u>	<u>243,042</u>

***Recently Issued Accounting Pronouncements***

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, “Revenue from Contracts with Customers,” which was subsequently modified in August 2015 by ASU No. 2015-14, “Revenue from Contracts with Customers: Deferral of the Effective Date.” As a result, the ASU No. 2014-09 is effective retrospectively for fiscal years and interim periods within those years beginning after December 15, 2017. The core principle of ASU No. 2014-09 is that companies should recognize revenue when the transfer of promised goods or services to customers occurs in an amount that reflects what the company expects to receive. It requires additional disclosures to describe the nature, amount, timing and uncertainty of revenue and cash flows from contracts with customers. In 2016, the FASB issued additional ASUs that clarify the implementation guidance on principal versus agent considerations (ASU 2016-08), on identifying performance obligations and licensing (ASU 2016-10), and on narrow-scope improvements and practical expedients (ASU 2016-12) as well as on the revenue recognition criteria and other technical corrections (ASU 2016-20). Since the Company is an Emerging Growth Company “EGC”, it will adopt the standard on January 1, 2019, using the modified retrospective transition method, which may result in a cumulative-effect adjustment for deferred revenue to the opening balance sheet for 2019 and the restatement of the financial statements for all prior periods presented. The Company continues to evaluate the impact of adoption of this standard on its consolidated financial statements and disclosures.

In February 2016, the FASB issued new lease accounting guidance ASU No. 2016-02, “Leases” (“ASU 2016-02”). Under the new guidance, at the commencement date, lessees will be required to recognize a lease liability, which is a lessee’s obligation to make lease payments arising from a lease, measured on a discounted basis; and a right-of-use asset, which is an asset that represents the lessee’s right to use, or control the use of, a specified asset for the lease term. The new guidance is not applicable for leases with a term of 12 months or less. Lessor accounting is largely unchanged. Public business entities should apply the amendments in ASU 2016-02 for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early application is permitted upon issuance. Lessees (for capital and operating leases) and lessors (for sales-type, direct financing, and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees and lessors may not apply a full retrospective transition approach. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements.

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**Professional Diversity Network, Inc. and Subsidiaries**  
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In March 2016, the FASB issued ASU No. 2016-09, “Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting” (“ASU 2016-09”). ASU 2016-09 was issued as part of the FASB’s simplification initiative and affects all entities that issue share-based payment awards to their employees. The amendments in this update cover such areas as the recognition of excess tax benefits and deficiencies, the classification of those excess tax benefits on the statement of cash flows, an accounting policy election for forfeitures, the amount an employer can withhold to cover income taxes and still qualify for equity classification and the classification of those taxes paid on the statement of cash flows. ASU 2016-09 is effective for annual and interim periods beginning after December 15, 2016. This guidance can be applied either prospectively, retrospectively or using a modified retrospective transition method, depending on the area covered in this update. Early adoption is permitted. The Company adopted the methodologies prescribed by ASU 2014-15 as of January 1, 2017. The adoption of ASU 2016-09 did not have a material effect on the Company’s financial position or results of operations.

In June 2016, the FASB issued ASU 2016-13, “Financial Instruments – Credit Losses” (“ASU 2016-13”). ASU 2016-13 introduces a new model for estimating credit losses for certain types of financial instruments, including loans receivable, held-to-maturity debt securities and net investments in direct financing leases, amongst other financial instruments. ASU 2016-13 also modifies the impairment model for available-for-sale debt securities and expands the disclosure requirements regarding an entity’s assumptions, models, and methods for estimating the allowance for losses. ASU 2016-13 is effective for public business entities in fiscal years beginning after December 15, 2019, including interim periods within those fiscal years, with early application of the guidance permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, “Statement of Cash Flows: Clarification of Certain Cash Receipts and Cash Payments” (“ASU 2016-15”), which eliminates the diversity in practice related to the classification of certain cash receipts and payments in the statement of cash flows, by adding or clarifying guidance on eight specific cash flow issues: debt prepayment or debt extinguishment costs; settlement of zero-coupon debt instruments or other debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing; contingent consideration payments made after a business combination; proceeds from the settlement of insurance claims; proceeds from the settlement of corporate-owned life insurance policies (including bank-owned life insurance policies); distributions received from equity method investees; beneficial interests in securitization transactions; and separately identifiable cash flows and application of the predominance principle. ASU 2016-15 is effective for annual periods beginning after December 15, 2018 and interim periods within fiscal years beginning after December 15, 2019. Early adoption is permitted. ASU 2016-15 provides for retrospective application for all periods presented. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements.

In October 2016, the FASB issued ASU No. 2016-16, “Income Taxes (Topic 740)” (“ASU 2016-16”), which reduces the complexity in the accounting standards by allowing the recognition of current and deferred income taxes for an intra-entity asset transfer, other than inventory, when the transfer occurs. This guidance is effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019, with early adoption permitted using a modified retrospective transition approach. The Company is currently assessing the impact of the adoption of this guidance on its consolidated financial statements.

In January 2017, the FASB issued ASU 2017-01, “Business Combinations (Topic 805) Clarifying the Definition of a Business” (“ASU 2017-01”). The amendments in ASU 2017-01 is to clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The definition of a business affects many areas of accounting including acquisitions, disposals, goodwill, and consolidation. The guidance is effective for annual periods beginning after December 15, 2018, including interim periods within annual periods beginning after December 15, 2019. The Company is currently evaluating the impact of adopting this guidance.

In May 2017, the FASB issued ASU 2017-09, “Compensation - Stock Compensation (Topic 718): Scope of Modification Accounting (“ASU 2017-09”). ASU 2017-09 provides clarity and reduces both (i) diversity in practice and (ii) cost and complexity when applying the guidance in Topic 718, Compensation-Stock Compensation, to a change to the terms or conditions of a share-based payment award. The amendments in ASU 2017-09 provide guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting in Topic 718. ASU 2017-09 is effective for all annual periods, and interim periods within those annual periods, beginning after December 15, 2017, with early adoption permitted. The adoption of ASU 2017-09 is not expected to have an impact on the Company’s financial position or results of operations.

In July 2017, the FASB issued ASU 2017-11, “Earnings Per Share (Topic 260); Distinguishing Liabilities from Equity (Topic 480); Derivatives and Hedging (Topic 815): (Part I) Accounting for Certain Financial Instruments with Down Round Features, (Part II) Replacement of the Indefinite Deferral for Mandatorily Redeemable Financial Instruments of Certain Nonpublic Entities and Certain Mandatorily Redeemable Noncontrolling Interests with a Scope Exception” (“ASU 2017-11”). ASU 2017-11 eliminates the requirement to consider “down round” features when determining whether certain equity-linked financial instruments or embedded features are indexed to an entity’s own stock. It is effective for annual periods beginning after December 31, 2018. Early adoption is permitted. The Company is currently evaluating the impact of adopting this guidance.

**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**4. Property and Equipment**

Property and Equipment is as follows:

	<b>December 31,</b>	
	<b>2017</b>	<b>2016</b>
Computer hardware	\$ 418,882	\$ 377,185
Furniture and fixtures	240,143	227,828
Leasehold improvements	239,921	147,016
	898,946	752,029
Less: Accumulated depreciation	(661,909)	(474,495)
	<u>\$ 237,037</u>	<u>\$ 277,534</u>

Depreciation expense for the years ended December 31, 2017 and 2016 was \$194,618 and \$172,156, respectively, and is recorded in depreciation and amortization expense in the accompanying consolidated statements of operations.

**5. Capitalized Technology**

Capitalized Technology, net is as follows:

	<b>December 31,</b>	
	<b>2017</b>	<b>2016</b>
Capitalized cost:		
Balance, beginning of period	\$ 1,888,791	\$ 1,888,791
Additional capitalized cost	185,114	-
Balance, end of period	<u>\$ 2,073,905</u>	<u>\$ 1,888,791</u>
Accumulated amortization:		
Balance, beginning of period	\$ 1,715,423	\$ 1,432,268
Provision for amortization	200,340	283,155
Balance, end of period	<u>\$ 1,915,763</u>	<u>\$ 1,715,423</u>
Capitalized Technology, net	<u>\$ 158,142</u>	<u>\$ 173,368</u>

Amortization expense of \$200,340 and \$283,155 for the years ended December 31, 2017 and 2016, respectively, is recorded in depreciation and amortization expense in the accompanying statement of operations.

**6. Intangible Assets**

Intangible assets, net is as follows:

<b>December 31, 2017</b>	<b>Useful Lives (Years)</b>	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Net Carrying Amount</b>
<b>Long-lived intangible assets:</b>				
Sales Process	10	\$ 3,970,000	\$ (1,295,764)	\$ 2,674,236
Paid Member Relationships	5	890,000	(580,972)	309,028
Member Lists	5	8,957,000	(5,846,931)	3,110,069
Developed Technology	3	978,000	(978,000)	-
Trade Name/Trademarks	4	480,000	(389,861)	90,139
Customer Relationships	5	280,000	(172,667)	107,333
		<u>15,555,000</u>	<u>(9,264,195)</u>	6,290,805
<b>Indefinite-lived intangible assets:</b>				
Trade Name				<u>90,400</u>
Intangible assets, net				<u>\$ 6,381,205</u>



**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

December 31, 2016	Useful Lives (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Long-lived intangible assets:				
Sales Process	10	\$ 3,970,000	\$ (898,764)	\$ 3,071,236
Paid Member Relationships	5	890,000	(402,972)	487,028
Member Lists	5	8,957,000	(4,055,531)	4,901,469
Developed Technology	3	978,000	(718,166)	259,834
Trade Name/Trademarks	4	480,000	(269,861)	210,139
Customer Relationships	5	280,000	(116,667)	163,333
		<u>15,555,000</u>	<u>(6,461,961)</u>	9,093,039
Indefinite-lived intangible assets:				
Trade Name				90,400
Intangible assets, net				<u>\$ 9,183,439</u>

Future annual estimated amortization expense is summarized as follows:

Years ending December 31,	
2018	\$ 2,512,539
2019	1,898,030
2020	397,000
2021	397,000
2022	397,000
Thereafter	689,237
	<u>\$ 6,290,806</u>

Amortization expense of \$2,802,233 and \$2,868,400 for the years ended December 31, 2016 and 2015, respectively, is recorded in depreciation and amortization expense in the accompanying consolidated statements of operations.

**7. Goodwill**

Goodwill is summarized as follows:

	2017	2016
Balance at January 1,	\$ 20,201,190	\$ 20,201,190
Impairment expense on NAPW	(14,611,040)	-
Balance at December 31,	<u>\$ 5,590,150</u>	<u>\$ 20,201,190</u>

## **8. Master Credit Facility**

On March 30, 2016, the Company entered into a Master Credit Facility with White Winston Select Asset Funds, LLC (“White Winston”), a private investment fund, pursuant to which the Company was granted a revolving credit facility (the “Master Credit Facility”) in the aggregate amount of up to \$5,000,000. On June 30, 2016 (the “Closing Date”), the Company closed the Master Credit Facility and an initial disbursement of \$1,572,576 (before reduction of related fees and expenses, or \$1,022,623 of net proceeds) was made pursuant to the Master Credit Facility. Advances under the Master Credit Facility were issued at 95% of par value (the “Debt Discount”), with such Debt Discount deducted from the gross amount of the proceeds available under the Master Credit Facility at Closing and recorded as a debt issuance cost. White Winston could make advances under the Master Credit Facility provided that the aggregate principal amount outstanding under the Master Credit Facility did not exceed 75% of the then-outstanding balance of the Company’s customer receivables (as defined in the Master Credit Facility). During the year ended December 31, 2016, the Company received additional advances in the aggregate amount of \$586,786. The Master Credit Facility was to mature on June 30, 2018 and bore interest at a rate of 8.0% per annum. Interest was payable monthly in arrears. In addition, from and after the first anniversary of the date of the Master Credit Facility and continuing until the Master Credit Facility was repaid in full, the Company was required to pay an additional fee of 3.0% on the average daily unborrowed portion of the Master Credit Facility. The fee was payable quarterly in arrears. On November 7, 2016, in connection with the closing of the CFL Transaction described below, the Company (i) repaid in full amounts owed under the Master Credit Facility and (ii) terminated the Master Credit Facility and related agreements between the Company and White Winston, including the Board Representation Agreement. All security interest created under the Master Credit Facility were released upon repayment of the amounts due under and the termination of the Master Credit Facility.

Pursuant to the terms of the Master Credit Facility, on June 30, 2016, the Company issued to White Winston warrants to purchase up to (i) 125,000 shares of the Company’s common stock at a price of \$2.00 per share (the “Fixed \$2.00 Warrant”); (ii) 218,750 shares of the Company’s common stock at a price of \$2.00 per share (the “Pro Rata Warrant”), provided that the number of shares for which the Pro Rata Warrants were exercisable would be pro-rata based on the ratio of the actual advances made under the Master Credit Facility to the aggregate face amount of the Master Credit Facility and (iii) 125,000 shares of the Company’s common stock at a price of \$20.00 per share (the “Fixed \$20.00 Warrant”). The Fixed \$2.00 Warrant and the Pro Rata Warrant were exercisable for five years from the date of issuance and the Fixed \$20.00 Warrant is exercisable for five years beginning on December 30, 2016.

Pursuant to the terms of a Board Representation Agreement between the Company and White Winston, White Winston had the right to designate nominees for election to the Company’s Board of Directors from the date the principal amount outstanding under the Master Credit Facility first exceeded \$2,000,000 until such time as White Winston’s interest (as defined in the Board Representation Agreement) fell below five percent for 60 consecutive days. The number of nominees that White Winston was entitled to designate was determined in accordance with the terms of the Board Representation Agreement and, provided that no event of default had occurred, could not exceed two nominees. If an event of default had occurred and was continuing, White Winston had the right to designate two additional nominees for election to the Company’s Board of Directors. However, the aggregate number of nominees that White Winston was entitled to designate in no event could exceed (i) 50 percent of the number of directors, rounded down to the nearest whole number, if the Board is comprised of an odd number of Directors, and (ii) one less than half of the number of Directors, if the Board is comprised of an even number of Directors.

The Company determined the fair value of the Fixed \$2.00 Warrant and Fixed \$20.00 Warrant issued to White Winston to be \$272,133 using the Black-Scholes option-pricing model with the following assumptions: (1) expected volatility of 54.63%, (2) risk-free interest rate of 1.01% and (3) expected life of five years.

The Company determined that the Pro Rata Warrant should be treated as a derivative liability in accordance with ASC 815-40, “Derivatives and Hedging, Contracts in Entity’s Own Equity,” due to the variable number of shares issuable. Accordingly, the Pro Rata Warrant was initially recorded at fair value, with changes in the fair value of the liability recorded in other income/expense in the accompanying consolidated statements of operations. The Company determined the fair value of the Pro Rata Warrant issued to White Winston on June 30, 2016 to be \$511,325, of which \$380,000 was valued as the portion attributable to the unexercisable Pro Rata Warrant using the Monte Carlo model with the following assumptions: (1) expected volatility of 100.00%, (2) risk-free interest rate of 1.01% and (3) expected life of five years. The Company recorded a \$401,000 change in the fair value of the liability during the year ended December 31, 2016 (see Note 16).

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**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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The Company recorded the value of \$131,325 attributable to the 68,800 exercisable Pro Rata Warrants at June 30, 2016 as a component of additional paid in capital in the accompanying consolidated balance sheets.

On August 10, 2016, the Company entered into an Amendment to Master Credit Facility and Consent and Waiver Agreement (the "Amendment") with White Winston in connection with the CFL Transaction (see Note 11). Pursuant to the Amendment, White Winston consented to the CFL Transaction and waived its participation rights and board representation rights under the Board Representation Agreement in connection with the CFL Transaction. In consideration for the Amendment, the Company agreed that the Pro Rata Warrant would be fully exercisable, notwithstanding the pro rata formula set forth in the warrant, and paid a fee of \$15,000. In addition, White Winston granted the Company an option to repurchase its outstanding, in-the-money warrants following consummation of the Tender Offer on the terms set forth in the Amendment.

As a result of the Amendment, all 218,750 Pro Rata Warrants became exercisable and the derivative liability in the amount of \$781,000 pertaining to the Pro Rata Warrants was reclassified to additional paid in capital (see Note 16).

The issuance of the Fixed \$2.00 Warrant, the Fixed \$20.00 Warrant and the Pro Rata Warrant was treated as a debt issue cost and, accordingly, was recorded as a direct deduction from the carrying amount of Master Credit Facility and was being amortized to interest expense over the contractual term of the Master Credit Facility. During the year ended December 31, 2016, accretion of the costs amounted to \$97,933.

The Company incurred cash fees associated with the closing of the Master Credit Facility of \$744,214. These amounts were treated as a debt issue cost and, accordingly, were recorded as a direct deduction from the carrying amount of Master Credit Facility and were being amortized to interest expense over the contractual term of the Master Credit Facility. During the year ended December 31, 2016, accretion of the fees amounted to \$58,661.

Contractual interest expense on the Master Credit Facility amounted to \$37,000 for the year ended December 31, 2016.

On November 7, 2016, in connection with the closing of the CFL Transaction described below, the Company (i) repaid in full amounts owed under the Master Credit Facility and (ii) terminated the Master Credit Facility and related agreements between the Company and White Winston, including the Board Representation Agreement. All security interest created under the Master Credit Facility were released upon repayment of the amounts due under and the termination of the Master Credit Facility. Accordingly, the Company amortized the remaining balance of the debt issue costs, amounting to \$1,371,078, to interest expense in the accompanying consolidated statements of operations.

The Fixed \$20.00 Warrant issued to White Winston is still held by White Winston and remains outstanding. On November 7, 2016, White Winston exercised the Fixed \$2.00 Warrant and the Pro Rata Warrant to purchase an aggregate of 343,750 shares of common stock.

#### **9. Promissory Note**

The Company had an outstanding promissory note in the amount of \$445,000 (the "Promissory Note") payable to Matthew Proman ("Proman"), the Company's former Executive Vice President and Chief Operating Officer (see Note 11). The stated interest rate of the Promissory Note was 0.35%, which was determined to be below the Company's expected borrowing rate of 4.80%, therefore the Promissory Note was discounted by \$10,418 using a 4.45% imputed annual interest rate. The discount was amortized over the term of the Promissory Note as non-cash interest expense in the consolidated statements of operations.

The discount was fully amortized at December 31, 2015. Interest expense amounted to \$1,167 for the year ended December 31, 2016.

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**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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On November 4, 2016, the Company paid Mr. Proman \$300,000 in full satisfaction of the Promissory Note, inclusive of accrued interest. As such, the Company recorded a gain on the settlement of debt of \$148,112 in the accompanying consolidated statements of operations.

**10. Commitments and Contingencies**

**Lease Obligations** - The Company leases office space, a corporate apartment, office furniture and equipment under various operating lease agreements.

We lease approximately 11,454 square feet of space for our headquarters in Chicago, Illinois under a lease that expires on June 30, 2020. We also lease approximately 1,800 square feet of office space in Minnetonka, Minnesota for our Events division under a month-to-month lease.

We lease approximately 20,000 square feet of office space in Garden City, New York, under a lease that expires on June 30, 2019, which is used by NAPW Network membership coordinators and executive and administrative staff.

We lease approximately 15,000 square feet of office space in Jericho, New York, under a lease that ends on June 30, 2018. We currently sub-lease that property to a tenant under a landlord-approved sublease that is coterminous with our prime lease.

We leased approximately 16,500 square feet of office space in Darien, Illinois, which served as the headquarters and sales center of Noble Voice. The lease expired on August 31, 2017 and we didn't renew the Darien lease. We moved our Noble Voice operations to our Chicago office.

Beginning January 1, 2017, the Company leases approximately 7,970 square feet office space in Guangzhou, China under a non-cancelable lease arrangement that provides for payments on a graduated basis through December 31, 2019.

Beginning November 15, 2017, the Company leases approximately 1,950 square feet of office space in Jiangxi Province, China under a non-cancelable lease arrangement that expires on January 30, 2020.

Rent expense, amounting to \$1,219,013 and \$1,059,749 for the years ended December 31, 2017 and 2016, respectively, is included in general and administrative expense in the consolidated statements of operations. Included in rent expense is sublease income of \$384,000 and \$363,000 for the years ended December 31, 2017 and 2016, respectively.

Future annual minimum payments net of sublease income due under the leases are summarized as follows:

<b>Year ending December 31,</b>	
2018	\$ 983,053
2019	675,773
2020	105,846
	<u>\$ 1,764,672</u>

**Legal Proceedings**

The Company has previously disclosed that it and its wholly-owned subsidiary, NAPW, Inc., are parties to litigation captioned Gauri Ramnath, et al. v. Professional Diversity Network, Inc., et al., No. BC604153 (Los Angeles Superior Ct.), a putative class action filed in January 2016 alleging violations of various California Labor Code (wage & hour) sections. During the first quarter of 2016, the Company executed a settlement agreement, subject to later Court approval, in which the Company agreed in principle to pay \$500,000 for a global settlement of the class action. During the first quarter of 2016, the Company also recorded a litigation settlement expense in the amount of \$500,000. On November 28, 2016, the Court approved the proposed settlement. In December of 2016 the Company paid the settlement amount in the Court's fund and the third-party administrator began distributing payments to class members. On August 2, 2017, the Court notified the parties that the case is "reported as complete without the need for a further status conference." This matter is therefore concluded and will not be further reported.

The Company and its wholly-owned subsidiary, NAPW, Inc., became parties during the year ended December 31, 2016 to an action captioned LinkedIn Corp. v. NAPW, Inc. and Professional Diversity Network, Inc., No. 16-CV-299784 (Santa Clara Superior Ct.). The complaint was filed on September 12, 2016. The plaintiff, LinkedIn Corp. ("LinkedIn"), sought payment of outstanding amounts it claimed were owed under a marketing agreement between LinkedIn and NAPW. The Company presented LinkedIn with a counter-claim and the matter was mediated. On December 20, 2016, the parties settled and released all claims against one another for the Company's payment of \$1,450,000, which the Company paid in full on January 10, 2017.

The Company and its wholly-owned subsidiary, NAPW, Inc., are parties to a proceeding captioned In re Professional Diversity Network, Cases 31-CA-159810 and 31-CA-162904, filed with the National Labor Relations Board ("NLRB") in June 2015 and alleging violations of the National Labor Relations Act ("NLRA") against the Company and its wholly-owned subsidiary, NAPW, Inc., where employee was allegedly terminated for asserting rights under Section 7 of the NLRA. While the Company disputes that any rights were impacted, the NLRB has issued its order requiring the Company to take certain remedial actions in the form of posting notices and revising certain policies, as well as to pay the claimant certain back pay and offer reinstatement. The Company has complied with the order by posting notices, revising certain policies and offering the claimant reinstatement. In March of 2018 the Company settled the remaining backpay

portion of the case. Management does not expect the resolution of this case to have a material impact on the Company's financial condition.

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The Company is a party to a proceeding captioned Paul Sutcliffe v. Professional Diversity Network, Inc., No. 533-2016-00033 (EEOC), filed with the Equal Employment Opportunity Commission (“EEOC”) in April 2016 and alleging violations of Title VII and the Age Discrimination in Employment Act, where employee was allegedly terminated due to his race (Caucasian) and his age (over 40). The EEOC has not yet notified the Company that it has issued a right-to-sue letter, and the complainant has not yet filed a lawsuit.

In a letter dated October 12, 2017, White Winston Select Asset Funds (“White Winston”) threatened assertion of a claim against the Company. The letter alleges that White Winston suffered \$2,241,958 in damages as a result of the Company’s alleged conduct that caused a delay in White Winston’s ability to sell shares in the Company during a period when the Company’s stock price was generally falling. The Company investigated the assertions in the letter and communicated to White Winston that the Company denies liability for any such claim.

NAPW is a named Respondent in a Nassau County District Court Landlord/Tenant Summary Proceeding, and is being sued by TL Franklin Avenue Plaza LLC. The Petitioner, TL Franklin Avenue Plaza LLC, is alleging that NAPW is in breach of its Lease Agreement, and the matter involves the payment of back rent owing to Petitioner. The case is on-going, and settlement discussions are underway.

NAPW and PDN are two of the named Respondents in a Nassau County District Court Landlord/Tenant Summary Proceeding, and they are being sued by Hoegh Autoliners Inc. The Petitioner in this matter, Hoegh Autoliners Inc., is alleging that both NAPW and PDN are in breach of its Lease Agreement, and the matter involves the payment of back rent owing to the Petitioner. In this matter, Intercontinental Capital Group, Inc., an Under-Subtenant of PDN, is also named in the action. The case is on-going, and settlement discussions are taking place in an effort to bring any rental obligations current.

The Company is a party to a proceeding captioned Gerbie, et al. v. Professional Diversity Network, Inc. (Cook County Cir. Ct.), a putative class action alleging violations of the Telephone Consumer Protection Act. This matter is in a very early stage and the Company has not yet had any discovery to allow it to assess the quality of the plaintiff’s claims. However, the Company generally believes that its practices and procedures are compliant with the Telephone Consumer Protection Act.

***General Legal Matters***

From time to time, the Company is involved in legal matters arising in the ordinary course of business. While the Company believes that such matters are currently not material, there can be no assurance that matters arising in the ordinary course of business for which the Company is, or could be, involved in litigation, will not have a material adverse effect on its business, financial condition or results of operations.

**11. CFL Transaction**

On August 12, 2016, the Company entered into a stock purchase agreement (the “Purchase Agreement”), with CFL, a Republic of Seychelles company wholly-owned by a group of Chinese investors. Pursuant to the Purchase Agreement, the Company agreed to issue and sell to CFL (the “Share Issuance and Sale”), and CFL agreed to purchase, at a price of \$9.60 per share (the “Per Share Price”), upon the terms and subject to the conditions set forth in the Purchase Agreement, a number of shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”), such that CFL will hold shares of Common Stock equal to approximately 51% of the outstanding shares of Common Stock, determined on a fully-diluted basis, after giving effect to the consummation of the transactions contemplated by the Purchase Agreement, including the Tender Offer described below (the “CFL Transaction”).

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Pursuant to a co-sale right, an existing shareholder of the Company would have the right to sell up to 205,925 shares of Common Stock to CFL as of the date of the Purchase Agreement (the “Co-Sale Right”), and such Co-Sale Right, to the extent exercised, would reduce the number of shares of Common Stock to be purchased by CFL directly from the Company. The Company also commenced a partial issuer tender offer to purchase up to 312,500 shares of Common Stock (the “Tender Offer”). The number of shares of Common Stock that CFL agreed to purchase was that amount that would allow it to hold 51% of the outstanding shares of Common Stock, determined on a fully-diluted basis, after giving effect to the number of shares of Common Stock (if any) the Company purchases in the Tender Offer, and any shares sold to CFL pursuant to the co-sale right (collectively, the “Common Shares”). The parties agreed that, if, immediately following the consummation of the Tender Offer and after giving effect to the purchase by the Company of all shares of Common Stock validly tendered and not withdrawn in the Tender Offer, the Common Shares amount to less than 51% of the then-outstanding shares of Common Stock, determined on a fully-diluted basis, then CFL shall have an option (the “Call Option”) to purchase, at a price per share equal to the Per Share Price, such additional number of shares of Common Stock (the “Call Option Shares”) as are necessary for the previously issued Common Shares plus the Call Option Shares to equal 51% of the then-outstanding shares of Common Stock determined on a fully-diluted basis, taking into account the issuance of the Call Option Shares.

Pursuant to the terms of the Escrow Agreement, dated as of August 12, 2016 (the “Escrow Agreement”), by and among the Company, CFL and Wilmington Trust, N.A., as escrow agent (the “Escrow Agent”), CFL deposited approximately \$1.7 million (the “Escrow Amount”) into an escrow account with the Escrow Agent as security for CFL’s potential termination fee obligations under the Purchase Agreement described below. The Escrow Amount was being held by the Escrow Agent in accordance with, and was released pursuant to the terms and subject to the conditions set forth in, the Escrow Agreement.

The Purchase Agreement contained customary representations, warranties, covenants and agreements of the parties thereto, and completion of the Share Issuance and Sale was subject to the approval of the Company’s stockholders at a special meeting of stockholders. The Purchase Agreement also contained other customary closing conditions, including, among others, the execution of certain ancillary agreements and documentation; all receipt of all required consents and approvals necessary to consummate the Share Issuance and Sale; the absence of any injunction or proceeding by a government entity seeking to restrain or prohibit consummation of the CFL Transaction; the absence of any change or event that has had or would reasonably be expected to have a material adverse effect on the Company; and receipt of a clearance by the Committee on Foreign Investment in the United States.

The Purchase Agreement also contained customary indemnification and termination provisions.

Under the terms of the Purchase Agreement and as a condition to consummating the Share Issuance and Sale, at the closing of the Share Issuance and Sale, the Company, CFL and each of the shareholders of CFL (the “CFL Shareholders”) agreed to enter into a stockholders’ agreement (“Stockholders’ Agreement”). The Stockholders’ Agreement provides certain limitations on the ability of CFL and the CFL Shareholders to acquire additional securities from the Company, and provides for certain participation rights to CFL, to enable CFL to participate in future equity issuances by the Company, in order to maintain its then-current beneficial ownership interest in the Company, up to the CFL Shareholders’ then-current ownership percentage based on the number of shares of Common Stock then-outstanding, but no greater than 51.0% of the outstanding shares of Common Stock, determined on a fully-diluted basis, on a given date. The Stockholders’ Agreement also provides for certain “standstill” covenants prohibiting CFL or the CFL Shareholders or their respective affiliates from taking certain actions with respect to the Company or the Board of Directors. Under the Stockholders’ Agreement, CFL is entitled to nominate individuals reasonably acceptable to the Nominating and Governance Committee of the Board of Directors for election as directors of the Company, so long as CFL’s beneficial ownership level exceeds certain predefined percentage thresholds of the Company’s issued and outstanding Common Stock. The Stockholders’ Agreement provides that, upon the closing of the Share Issuance and Sale and for so long as CFL’s beneficial ownership level exceeds 49.5% of the Company’s issued and outstanding Common Stock, CFL is entitled to nominate five of nine directors on the Board of Directors. The Stockholders’ Agreement further provides certain restrictions on the transfer of the Common Shares issued and sold to CFL in the Share Issuance and Sale, including, among other restrictions, a lock-up during the one-year period following the closing of the Share Issuance and Sale. The Stockholders’ Agreement also provides certain demand, shelf and piggyback registration rights to CFL that require the Company to effect the registration under the Securities Act of 1933, as amended (the “Securities Act”), of the resale of the Common Shares and other shares of Common Stock (including the Call Option Shares) acquired by CFL.

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**Professional Diversity Network, Inc. and Subsidiaries**  
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On November 7, 2016, the Company consummated the Share Issuance and Sale of 1,777,417 shares of its common stock to CFL at a price of \$9.60 per share, pursuant to the terms of the Purchase Agreement, dated August 12, 2016. In addition, on November 7, 2016, the Company completed the purchase of 312,500 shares of its common stock at a price of \$9.60 per share, net to the seller in cash, pursuant to the Tender Offer. The Company received approximately \$9,000,000 in net proceeds from the Share Issuance and Sale, after the payment for the shares repurchased in the Tender Offer, the repayment of all amounts outstanding under the Master Credit Facility and the payment of transaction-related expenses.

At the closing of the CFL Transaction, the Company entered into a Stockholders' Agreement, dated November 7, 2016 (the "Stockholders' Agreement") with CFL and each of its shareholders: Maoji (Michael) Wang, Jingbo Song, Yong Xiong Zheng and Nan Kou (the "CFL Shareholders"). The Stockholders' Agreement sets forth the agreement of the Company, CFL and the CFL Shareholders relating to board representation rights, transfer restrictions, standstill provisions, voting, registration rights and other matters following the closing of the Share Issuance and Sale (see Note 18).

## **12. Employment Agreement**

On March 7, 2017, the Company entered into an employment agreement (the "Xiao Employment Agreement") with Jiangping (Gary) Xiao, the Company's new Chief Financial Officer. The Xiao Employment Agreement continues until terminated in writing by either party or earlier terminated pursuant to the provisions of the Xiao Employment Agreement. Under the Xiao Employment Agreement, Mr. Xiao will receive an annual base salary of \$200,000, subject to adjustment in the sole discretion of the Board or the Compensation Committee of the Board; provided however, that such annual base salary may not be decreased. Mr. Xiao will be eligible to receive an annual incentive bonus in an amount equal to up to fifty percent (50%) of his base salary, based upon the achievement of one or more performance goals, targets, measurements and other factors, established for such year by the Compensation Committee. In addition, Mr. Xiao is entitled to severance pay if he is terminated without "cause" or resigns for "good reason," each as defined in the Xiao Employment Agreement. Upon such termination, provided that he executes a release and waiver agreement, Mr. Xiao will be entitled to receive an amount equal to six months of his base salary, any earned but unpaid bonus for the year prior to the year of termination, and the pro rata portion of any bonus earned for the year in which termination occurs, as well as continuation of applicable benefits for a period of six months following his termination. In connection with the approval of the Xiao Employment Agreement, Mr. Xiao also received a non-qualified stock option to purchase 30,000 shares of the Company's common stock.

On March 9, 2017, the Company also entered into an employment agreement effective as of December 22, 2016 (the "Wang Employment Agreement") with Maoji (Michael) Wang, the Company's Chief Executive Officer. The Wang Employment Agreement continues until terminated in writing by either party or earlier terminated pursuant to the provisions of the Wang Employment Agreement. Under the Wang Employment Agreement, Mr. Wang will receive an annual base salary of \$320,000, subject to adjustment in the sole discretion of the Board or the Compensation Committee of the Board; provided however, that such annual base salary may not be decreased until the first anniversary of the effective date of the Wang Employment Agreement. Mr. Wang will be eligible to receive an annual incentive bonus, at a target amount of not less than his base salary, based upon the achievement of one or more performance goals, targets, measurements and other factors, established for such year by the Board or the Compensation Committee. In addition, Mr. Wang is entitled to severance pay if he is terminated without "cause" or resigns for "good reason," each as defined in the Wang Employment Agreement. Upon such termination, provided that he executes a release and waiver agreement, Mr. Wang will be entitled to receive an amount equal to the sum of his base salary, any earned but unpaid bonus for the year prior to the year of termination, and the pro rata portion of any bonus earned for the year in which termination occurs, as well as continuation of applicable benefits for a period of 12 months following his termination. In connection with the approval of the Wang Employment Agreement, Mr. Wang also received a non-qualified stock option to purchase 210,000 shares of the Company's common stock.

On June 19, 2017, the Company entered into an employment agreement (the "Song Employment Agreement") effective as of January 12, 2017 (the "Effective Date") with Jingbo (James) Song, the Company's Executive Co-Chairman. The Song Employment Agreement continues until the three (3) year anniversary of the Effective Date. Under the Song Employment Agreement, Mr. Song will receive an annual base salary of \$325,000 ("Base Salary"). Mr. Song's Base Salary shall be increased on each anniversary of the Effective Date by the greater of (i) three percent (3%) multiplied by his then-current Base Salary, or (ii) the annual percentage increase in Consumer Price Index over the one-year period prior to the applicable anniversary of the Effective Date, as measured by the Bureau of Labor Statistics, multiplied by his then-current Base Salary. Mr. Song will be eligible for an annual bonus according to the terms and conditions of a bonus plan that is based upon the financial results achieved by the Company for the fiscal year or such other performance goals established by the Board (or the Compensation Committee), in its sole discretion. In addition, Mr. Song is entitled to severance pay if he is terminated without "cause" or resigns for "good reason," each as defined in the Song Employment Agreement. Upon such termination, provided that he executes a release and waiver agreement, Mr. Song will be entitled to receive an amount equal to six months of his base salary, any earned but unpaid bonus for the year prior to the year of termination, and the pro rata portion of any bonus earned for the year in which termination occurs, as well as continuation of applicable benefits for a period of 12 months following his termination.

Katherine Butkevich, formerly Chief Executive Officer of the Company's wholly-owned subsidiary, NAPW, Inc., was party to an employment contract with the Company dated September 30, 2016. As the Company previously reported in its August 30, 2017 Form 8-K, Ms. Butkevich notified the Company that she was resigning her employment effective September 18, 2017, thereby terminating the employment contract as of the resignation date.

Chris Wesser, formerly the Company's Executive Vice President, General Counsel and Corporate Secretary, was party to an employment contract with the Company dated September 24, 2014. Mr. Wesser's employment contract expired on September 24, 2017. As the Company previously published via press release and reported in its September 29, 2017 Form 8-K, on September 26, 2017 Mr. Wesser and the Company entered into an Employment Separation and Consulting Agreement having a one-year term, under which Mr. Wesser will



provide the Company with consulting services on an independent contractor basis.

### **13. Stockholders' Equity**

*Preferred Stock* – The Company has no preferred stock issued. The Company's amended and restated certificate of incorporation and amended and restated bylaws include provisions that allow the Company's Board of Directors to issue, without further action by the stockholders, up to 1,000,000 shares of undesignated preferred stock.

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**Common Stock** – The Company has one class of common stock outstanding with a total number of shares authorized of 45,000,000. As of December 31, 2017, the Company had 3,962,816 shares of common stock outstanding.

On January 13, 2017, the Company entered into a stock purchase agreement (the “Purchase Agreement”) with Cosmic Forward Ltd. (“CFL”), pursuant to which, the Company agreed to issue and sell to CFL (the “Second Share Issuance”), and CFL agreed to purchase, at a price of \$9.60 per share (the “Per Share Price”), upon the terms and subject to the conditions set forth in the Purchase Agreement, 312,500 shares of the Company’s common stock.

On December 8, 2017, Professional Diversity Network, Inc. (the “Company”) sold 18,200 shares of common stock (each a “Share” and collectively the “Shares”) at a price of \$3.49 per Share for gross proceeds of \$63,518.00. The per Share purchase price reflected a ten percent (10%) discount from the closing price of the Company’s common stock on December 7, 2017.

**14. Stock-Based Compensation**

**Equity Incentive Plans** – The Company’s 2013 Equity Compensation Plan (the “2013 Plan”) was adopted for the purpose of providing equity incentives to employees, officers, directors and consultants including options, restricted stock, restricted stock units, stock appreciation rights, other equity awards, annual incentive awards and dividend equivalents. The Company amended the 2013 Plan to increase the number of authorized shares of common stock under the Plan by 390,000 shares, which the Company’s stockholders approved on June 26, 2017. The Company is now authorized to issue 615,000 shares under the amended 2013 Plan.

**Stock Options**

The fair value of options is estimated on the date of grant using the Black-Scholes option pricing model. The valuation determined by the Black-Scholes pricing model is affected by the Company’s stock price as well as assumptions regarding a number of highly complex and subjective variables. These variables include, but are not limited to, expected stock price volatility over the term of the awards, and actual and projected employee stock option exercise behaviors. The risk free rate is based on the U.S. Treasury rate for the expected life at the time of grant, volatility is based on the average long-term implied volatilities of peer companies, the expected life is based on the estimated average of the life of options using the simplified method, and forfeitures are estimated on the date of grant based on certain historical data. The Company utilizes the simplified method to determine the expected life of its options due to insufficient exercise activity during recent years as a basis from which to estimate future exercise patterns. The expected dividend assumption is based on the Company’s history and expectation of dividend payouts.

Forfeitures are required to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

The following table summarizes the Company’s stock option activity for the year ended December 31, 2017:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (in Years)	Aggregate Intrinsic Value
Outstanding – January 1, 2017	69,950	\$ 12.07	9.0	\$ -
Granted	240,000	10.72		
Exercised	-	-		
Forfeited or Canceled	(63,386)	(10.46)		
Outstanding – December 31, 2017	<u>246,564</u>	<u>\$ 11.17</u>	<u>9.1</u>	<u>\$ -</u>
Exercisable – December 31, 2017	<u>86,564</u>	<u>12.00</u>	<u>9.0</u>	<u>\$ -</u>

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In March 2017, the Company granted 210,000 and 30,000 stock options to Messrs. Wang and Xiao, respectively, in connection with their employment agreements. These options had an aggregate fair value of \$1,060,800, using the Black-Scholes option-pricing model with the following assumptions:

Risk-free interest rate	2.13%
Expected dividend yield	0.00%
Expected volatility	41.78%
Expected term	5.5 years

The options are exercisable at an exercise price of \$10.72 per share over a ten-year term and vest over two years, with one-third vesting upon grant. The Company recorded \$648,000 as compensation expense during the year ended December 31, 2017 pertaining to these grants.

The Company recorded non-cash compensation expense of approximately \$706,000 and \$154,000 as a component of general and administrative expenses in the accompanying consolidated statements of operations for the years ended December 31, 2017 and 2016, respectively, pertaining to stock options.

Total unrecognized compensation expense related to unvested stock options at December 31, 2017 amounts to approximately \$413,000 and is expected to be recognized over a remaining weighted average period of 1.2 years.

**Warrants**

As of December 31, 2017 and 2016, there were 170,314 warrants outstanding and exercisable, with a weighted average exercise price of \$32.44 per share. The weighted average remaining contractual life of the warrants outstanding and exercisable at December 31, 2017 and 2016 was 3.3 and 4.3 years, respectively, and the aggregate intrinsic value was \$0.

On June 30, 2016, the Company granted warrants to purchase 468,750 shares of common stock. The fair value of the warrants issued of \$783,458 was recorded as a direct deduction from the carrying amount of Master Credit Facility.

On November 7, 2016, warrants to purchase an aggregate of 343,750 shares of common stock were exercised for an aggregate exercise price of \$687,500.

**Restricted Stock**

A summary of restricted stock activity for the year ended December 31, 2017 is as follows:

	Number of Shares
Unvested - December 31, 2016	2,778
Granted	15,544
Vested	(2,778)
Forfeited or Canceled	-
Unvested - December 31, 2017	15,544

On June 26, 2017, the Company granted 15,544 restricted stock units ("RSUs") to certain Board members. The RSUs vest on June 28, 2018, subject to continued service on the vesting date. The RSUs have no voting or dividend rights. The fair value of the common stock on the date of grant was \$7.72 per share, based upon the closing market price on the grant date. The aggregate grant date fair value of the combined awards amounted to \$120,000.

The Company recorded non-cash compensation expense of \$161,000 and \$111,000 as a component of general and administrative expenses in the accompanying consolidated statements of operations for the years ended December 31, 2017 and 2016, respectively, pertaining to restricted stock.

Total unrecognized compensation expense related to unvested restricted stock at December 31, 2017 amounts to \$60,000 and is expected to be recognized over a weighted average period of 0.5 years.

**15. Income Taxes**

The Company has the following net deferred tax assets and liabilities at December 31, 2017 and 2016:

	<b>December 31,</b>	
	<b>2017</b>	<b>2016</b>
Goodwill and intangible assets	\$ (1,591,326)	\$ (3,313,564)
	(42,698)	(50,708)
Developed technology		
Derivative liability	(112,149)	(5,575)

Property and equipment	87,321	100,933
Lease liability	23,081	34,919
Stock based compensation	214,610	103,877
Net operating loss	5,536,896	5,632,345
Valuation allowance	(6,004,605)	(6,218,445)
Net deferred tax liability	<u>\$ (1,803,519)</u>	<u>\$ (3,653,274)</u>

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The benefit for income taxes for the years ended December 31, 2017 and 2016 consists of the following:

	<b>Year Ended December 31,</b>	
	<b>2017</b>	<b>2016</b>
<b>Federal:</b>		
Current provision	\$ -	\$ -
Deferred provision (benefit)	(1,798,585)	(1,130,090)
	<u>(1,798,585)</u>	<u>(1,130,090)</u>
<b>State:</b>		
Current provision	\$ -	\$ -
Deferred provision (benefit)	(51,170)	(159,544)
	<u>(51,170)</u>	<u>(159,544)</u>
<b>Foreign:</b>		
Current provision	\$ 104,241	\$ -
Deferred provision (benefit)	-	-
	<u>104,241</u>	<u>-</u>
<b>Income tax expense (benefit)</b>	<b><u>\$ (1,745,514)</u></b>	<b><u>\$ (1,289,634)</u></b>

A reconciliation of the statutory federal income tax rate to the Company's effective tax rate is as follows:

	<b>Year Ended December 31,</b>	
	<b>2017</b>	<b>2016</b>
Expected federal statutory rate	34.0%	34.0%
State income taxes, net of federal benefit	4.8%	4.8%
Change in expected future federal tax rate	-7.6%	0.0%
Impairment expense	-23.6%	0.0%
Valuation allowance	0.9%	-8.4%
Permanent items	-0.1%	-3.3%
Other	-1.1%	-3.2%
	<u>7.3%</u>	<u>23.9%</u>

The valuation allowance at December 31, 2017 was approximately \$6,005,000. The net change in the valuation allowance during the year ended December 31, 2017 was a decrease of approximately \$ 213,000. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred income tax assets will not be realized. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred income tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based on consideration of these items, management has determined that enough uncertainty exists relative to the realization of the deferred income tax asset balances to warrant the application of a valuation allowance as of December 31, 2017.

At December 31, 2017, the Company had net operating loss carryforwards for federal and state income tax purposes of approximately \$20,507,000. The federal and state net operating loss carryforwards will expire, if not utilized, beginning in 2034.

A tax benefit from uncertain tax positions may be recognized when it is more likely than not that the position that a tax position will be sustained upon examination. Management makes judgments as to the interpretation of the tax laws that may be challenged upon an audit and cause a change of tax liability. As of December 31, 2017 and 2016, the Company did not maintain a reserve for uncertain tax positions.

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The Company files tax returns in multiple jurisdictions and is subject to examination in these jurisdictions. Significant jurisdictions in the US include New York, Illinois and California. In May 2016, the Company received notice that the 2014 consolidated tax return of the Company is being audited by the Internal Revenue Service. During April 2017, the Internal Revenue Service notified the Company that their audit has been completed and that no change is being made to the Company's consolidated tax return.

Section 382 of the Internal Revenue Code (Section 382) imposes a limitation on a corporation's ability to utilize net operating loss carryforwards (NOLS) if it experiences an "ownership change" as defined within the Code. In general, an ownership change may result from transactions increasing the ownership of certain shareholders in the stock of a corporation by more than 50 percentage points over a three year period. In connection with the 2016 CFL Transaction, the Company issued CFL 1,777,417 shares of common stock. The Company evaluated the ownership change pertaining to this issuance and determined that in accordance with the rules related to Section 382 and certain built in gain allowances pursuant to the Code and subsequent Internal Revenue Code Rulings and Notices, the Company did experience an ownership change that would limit the Company's ability to utilize its net operating losses. In accordance with Section 382 and certain built in gain allowances pursuant to the Code and subsequent Internal Revenue Code Rulings and Notices, utilization of the Company's NOL will be limited. An analysis has determined the limitation to be \$1,800,000 annually through 2021 and \$273,000 thereafter. During 2017 312,500 of shares of common stock were issued to CFL, the limitation imposed by Section 382 were reevaluated. No adjustment to the previously computed limitation is required. As a result of this ownership change, no NOL is expected to be lost and not utilized. In the event the Company experiences another ownership change in the future, the NOL may, once again, be further limited.

On December 22, 2017 the U.S. Tax Cuts and Jobs Act of 2017 ("Tax Reform") was signed into law. As a result of Tax Reform, the U.S. statutory tax rate was lowered from 35% to 21% effective January 1, 2018, among other changes. ASC Topic 740 requires companies to recognize the effect of tax law changes in the period of enactment; therefore, the Company was required to revalue its deferred tax liabilities at the new rate. As a result of the reduction in the U.S. corporate income tax rate, we re-measured our ending net deferred tax liabilities at December 31, 2017 at the rate at which they are expected to reverse in the future and recognized a tax benefit of \$788,000.

On December 22, 2017, Staff Accounting Bulletin No. 118 ("SAB 118") was issued to address the application of US GAAP in situations when a registrant does not have the necessary information available, prepared, or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the Tax Act. As we collect and prepare necessary data and interpret the Tax Act and any additional guidance issued by the U.S. Treasury Department, the IRS, and other standard-setting bodies, we may make adjustments to the provisional amounts. Those adjustments may materially impact our provision for income taxes and effective tax rate in the period in which the adjustments are made. The accounting for the tax effects of the Tax Act will be completed in 2018.

The Tax Act provided for a one-time deemed mandatory repatriation of post-1986 undistributed foreign E&P through the year ended December 31, 2017. We had an estimated \$332,000 of undistributed foreign E&P subject to the deemed mandatory repatriation, this income was offset by U.S. operating losses. As of December 31, 2017, foreign withholding taxes have not been provided on the undistributed E&P of our foreign subsidiaries as we intend to permanently reinvest these foreign earnings in those businesses outside the U.S.

Beginning in 2018, the Tax Act includes a new U.S. tax base erosion provision designed to tax the global intangible low-taxed income ("GILTI"). The GILTI provisions require us to include in our U.S. income tax return foreign subsidiary earnings in excess of an allowable return on the foreign subsidiary's tangible assets. We do not expect GILTI to be material in the future.

## **16. Fair Value of Financial Instruments**

The Company measures the fair value of financial assets and liabilities based on the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The Company maximizes the use of observable inputs and minimizes the use of unobservable inputs when measuring fair value. The Company uses three levels of inputs that may be used to measure fair value:

- Level 1 — quoted prices in active markets for identical assets or liabilities
- Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable
- Level 3 — inputs that are unobservable (for example cash flow modeling inputs based on assumptions)

Level 3 liabilities are valued using unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the derivative liabilities. For fair value measurements categorized within Level 3 of the fair value hierarchy, the Company's accounting and finance department, who report to the Chief Financial Officer, determine its valuation policies and procedures. The development and determination of the unobservable inputs for Level 3 fair value measurements and fair value calculations are the responsibility of the Company's accounting and finance department and are approved by the Chief Financial Officer.

### *Level 3 Valuation Techniques:*

Level 3 financial liabilities consist of warrant liabilities for which there is no current market for these securities such that the determination of fair value requires significant judgment or estimation. Changes in fair value measurements categorized within Level 3 of the fair value hierarchy are analyzed each period based on changes in estimates or assumptions and recorded as appropriate.

The Company uses the Monte Carlo model to value Level 3 financial liabilities at inception and on subsequent valuation dates. This model is a discrete-time model that allows for sources of uncertainty and simulates the movements of the underlying asset and calculates the resulting derivative value for each trial. Such simulations are performed for a number of trials and the average value across all trials is determined in order to arrive at the concluded value of such derivative. The model incorporates transaction details such as the Company's

stock price, contractual terms, maturity, and risk free rates, as well as volatility. A significant decrease in the volatility or a significant decrease in the Company's stock price, in isolation, would result in a significantly lower fair value measurement. Changes in the values of the derivative liabilities are recorded in "change in fair value of warrant liability" in the Company's condensed consolidated statements of operations.

As of December 31, 2016, there were no transfers in or out of Level 3 from other levels in the fair value hierarchy.

**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The warrant liability was valued using the Monte Carlo model and the following assumptions:

	August 10, 2016	June 30, 2016
Strike price	\$ 2.00	\$ 2.00
Market price	\$ 6.08	\$ 3.20
Expected life	5 years	5 years
Risk-free interest rate	1.07%	1.01%
Dividend yield	0.00%	0.00%
Volatility	100%	100%

The following table sets forth a summary of the changes in the fair value of the Level 3 financial liabilities that are measured at fair value on a recurring basis:

Balance – January 1, 2016	\$ -
Initial value of derivative liability	380,000
Change in fair value of derivative liability	401,000
Reclassification of derivative liability to additional paid in capital	(781,000)
Balance – December 31, 2016	<u>\$ -</u>

As discussed in Note 8, on August 10, 2016, the Company entered into an Amendment with White Winston pursuant to which the Company agreed that the Pro Rata Warrant would be fully exercisable, notwithstanding the pro rata formula set forth in the warrant. Accordingly, as the derivative liability was eliminated on August 10, 2016, the Company reclassified \$781,000 to additional paid in capital.

**17. Segment Information**

Beginning in January 2017, the Company operates in the following segments: (A) United States: (i) PDN Network, (ii) NAPW Network and (iii) Noble Voice operations, and (B) China Operations. The segments are categorized based on their business activities and organization. Prior to January 2017, the Company operated solely in the United States in the following segments: (i) PDN Network, (ii) NAPW Network and (iii) Noble Voice operations. The following tables present key financial information of the Company's reportable segments as of and for the years ended December 31, 2017 and 2016:

	Year Ended December 31, 2017				
	United States			China Operations	Consolidated
	PDN Network	NAPW Network	Noble Voice		
Membership fees and related services	\$ -	\$ 9,371,843	\$ -	\$ -	\$ 9,371,843
Lead generation	-	-	5,973,964	-	5,973,964
Recruitment services	2,578,597	-	-	-	2,578,597
Products sales and other	-	100,289	-	-	100,289
Education and training	-	-	-	3,776,546	3,776,546
Consumer advertising and marketing solutions	252,980	-	-	-	252,980
Total revenues	<u>2,831,577</u>	<u>9,472,132</u>	<u>5,973,964</u>	<u>3,776,546</u>	<u>22,054,219</u>
Income (Loss) from operations	(2,270,138)	(20,411,655)	(1,808,521)	453,064	(24,037,250)
Depreciation and amortization	83,367	2,914,076	189,527	10,221	3,197,191
Income tax expense (benefit)	(154,826)	(1,583,553)	(111,376)	104,241	(1,745,514)
Net loss	(2,094,459)	(18,828,102)	(1,697,145)	332,157	(22,287,549)
Capital expenditures	100,823	10,646	(7,634)	49,793	153,628
	<b>At December 31, 2017</b>				
Goodwill	\$ 339,451	\$ 5,250,699	\$ -	\$ -	\$ 5,590,150
Intangible assets, net	90,400	6,174,306	116,500	-	6,381,206
Total assets	1,726,061	12,889,367	1,317,213	3,056,281	18,988,922



**Professional Diversity Network, Inc. and Subsidiaries**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

	Year Ended December 31, 2016			
	PDN Network	NAPW Network	Noble Voice	Consolidated
Membership fees and related services	\$ -	\$ 16,254,932	\$ -	\$ 16,254,932
Lead generation revenue	-	-	6,239,057	6,239,057
Recruitment services	2,931,642	-	-	2,931,642
Product sales and other revenue	-	578,466	-	578,466
Consumer advertising and consumer marketing solutions	222,969	-	-	222,969
Total revenues	3,154,611	16,833,398	6,239,057	26,227,066
Income (Loss) from operations	(997,569)	(1,458,503)	(1,130,391)	(3,586,463)
Depreciation and amortization	168,192	2,946,323	209,196	3,323,711
Income tax expense (benefit)	(671,665)	(348,145)	(269,824)	(1,289,634)
Net (loss) income	(2,137,577)	(1,110,358)	(860,567)	(4,108,502)
Capital expenditures	-	5,292	-	5,292

	At December 31, 2016			
Goodwill	\$ 339,451	\$ 19,861,739	\$ -	\$ 20,201,190
Intangible assets, net	90,400	8,809,706	283,333	9,183,439
Total assets	7,643,471	31,457,958	2,036,448	41,137,877

**18. Subsequent Events**

The Company evaluates subsequent events and transactions that occur after the balance sheet date up to the date that the consolidated financial statements were issued for potential recognition or disclosure. Other than as described below, the Company did not identify any subsequent events that would have required adjustment or disclosure in the consolidated financial statements.

***Stock Purchase Agreement***

On January 29, 2018, the Company sold 380,295 shares of common stock at a price of \$3.91 per Share for gross proceeds of \$1,486,953.45. The per Share purchase price reflected the closing price of the Company's common stock on January 24, 2018. The purchaser is Mr. Shengqi Cai, an individual and a resident of the People's Republic of China.

***Employment Agreement***

On March 6, 2018, Jim Kirsch, the Co-Executive Chairman of the Board, notified the Company of his intent to resign as Co-Executive Chairman of the Board. This notification triggered a ninety-day notice period at the expiration of which Mr. Kirsch shall no longer serve as Co-Executive Chairman. During the ninety-day notice period, Mr. Kirsch shall continue to serve at the discretion of the Company. As such, Mr. Kirsch's last day as Co-Executive Chairman shall be June 4, 2018 unless earlier terminated by the Company. Following Mr. Kirsch's resignation as Co-Executive Chairman he shall continue to serve as a director and non-executive Chairman of the Company and Mr. James Song shall be sole Executive Chairman of the Board.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on March 30, 2018.

PROFESSIONAL DIVERSITY NETWORK, INC.

By: /s/ Maoji (Michael) Wang  
Maoji (Michael) Wang  
Chief Executive Officer

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Maoji (Michael) Wang and Jiangping (Gary) Xiao, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this report, and to file the same, with all and any other regulatory authority, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

/s/ Maoji (Michael) Wang March 30, 2018  
Maoji (Michael) Wang  
Chief Executive Officer and Chairman of the Board  
(principal executive officer)

/s/ Jiangping (Gary) Xiao March 30, 2018  
Jiangping (Gary) Xiao  
Chief Financial Officer (principal financial officer and  
principal accounting officer)

/s/ Star Jones March 30, 2018  
Star Jones  
President and Director

/s/ James Kirsch March 30, 2018  
James Kirsch  
Executive Co-Chair and Director

/s/ James Song March 30, 2018  
James Song  
Executive Co-Chair and Director

/s/ Adam He March 30, 2018

Adam He  
Director

/s/ Hao Zhang March 30, 2018

Hao Zhang  
Director

/s/ Scott Liu March 30, 2018

Scott Liu  
Director

/s/ Michael Belsky March 30, 2018

Michael Belsky  
Director

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**Agreement on Exclusive Technical Support, Consultation and Service, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd. and Jiangxi PDN Culture & Media Co., Ltd.**

Party A: PDN (China) International Culture Development Co., Ltd.

Address: Room 1709, 1710 No.1 Huaqiang Rd. Tianhe District Guangzhou City Guangdong Province China

Party B: Jiangxi PDN Culture Media Co., Ltd.

Address: #607, 609 29 Jingda Yangguangcheng Qingyuan District Ji' An City Jiangxi province

Legal Representative: Wang Maoji

Whereas,

1. Party A is a wholly foreign-owned enterprise legally established in accordance with the laws of China. It has a wide range of technical expertise and rich resources, such as culture and art, enterprise and investment management, technical services and educational consultation.
2. Party B is a limited liability company legally incorporated and validly existing in the People's Republic of China according to the laws of China. Party B needs the technology and consultation services regarding cultural art, information technology and educational consultation, etc.
3. Party A agrees to use its advanced technical resources and abundant information resources to provide Party B with exclusive technical support, consultation services regarding cultural arts, information technology and education consultation, etc according to the terms promulgated by the agreement. Party B agrees to accept the above exclusive technical support, consultation and services which are provided by Party A.

Accordingly, through friendly consultation, the two parties have reached the following agreement in line with the principle of equality and mutual benefit:

**Article 1 Exclusive technical support, consultation service content and assets ownership**

1.1 During the period of this Agreement, Party B hereby irrevocably entrusts Party A with the main business or new business that it is engaged in or may engage in in the future. And only entrusts Party A to provide Party B with relevant technical support and consulting services as Party B's technical and advisory service provider in accordance with the terms of this Agreement. (See appendix 1 for specific exclusive consulting and service.)

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1.2 Party A hereby accepts the entrustment of Party B and agrees to provide and engage in technical support and consulting services for Party B during the validity of this Agreement.

1.3 Party B shall not have any right to claim any intellectual property rights owned by Party A and its affiliates, and shall not affect the intellectual property rights and relevant licenses of Party A and its affiliates. Without the written consent of Party A, Party B shall not assign or license the licensed intellectual property rights to other parties.

1.4 Party A shall be exclusively entitled to any rights, ownership, interests and intellectual properties (including but not limited to copyright, patent, know-how, trade secret and others) arising out of the performance of this Agreement, whether they are independently developed by Party A, or by Party B based on the intellectual properties of Party A, or by Party A based on the intellectual properties of Party B to the maximum extent by law. Party B shall not claim any rights, ownership, interests and intellectual properties from Party A. If required by Party A, Party B shall provide all necessary assistance (including but not limited to the issuance of appropriate certificates) to clarify Party A's ownership and / or intellectual property rights over the said assets.

1.5 However, if such development is made by Party A based on the intellectual properties of Party B, then Party B shall ensure that such intellectual properties have no defect. Otherwise, Party B shall be liable for any losses incurred to Party A as a result thereof. If Party A is liable for compensation to any third party as a result thereof, then after making such compensation, Party A shall have the right to claim compensation from Party B for all its losses.

1.6 Party B shall actively maintain and enhance the value of such intellectual property rights within the scope of the license. To the maximum extent permitted by applicable law, Party B shall enjoy the technical achievements obtained from the improvement of the licensed intellectual property rights.

1.7 In view of the good relations of cooperation between the two parties, Party B agrees that if Party A objectively does not have the ability to engage in certain technical support and consulting services, Party B agrees, The partner of Party B's Business contract agrees (if necessary) Party A shall appoint a suitable third party to perform the technical service in accordance with the terms and conditions set forth in this Agreement. Party B further agrees, and undertakes that Party B's business contract partner will likewise agree (if necessary, under any circumstances), Party A has the right, without any reason, to entrust any qualified third party to perform such technical services on behalf of Party A in accordance with the provisions of this Agreement. Party B agrees and undertakes that Party B's business contract partner will also agree to accept the appropriate third party entrusted by Party A to perform relevant technical support and consulting services.

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1.8 Appendix 1 to this agreement can be adjusted from time to time by Party A in accordance with law requirement, requirement of Party B and/or business condition of Party B.

1.9 If, at the request of either party (the other party cannot unreasonably refuse to do so) due to the requirements of the specific service, the two parties may sign a separate agreement as a supplementary agreement to this agreement, including but not limited to an intellectual property license agreement, Technical Service Agreement, Operation consultant Agreement, Software license Agreement, etc.

1.10 Party B undertakes that Party B will do its utmost to facilitate the conclusion of a separate legally binding commercial agreement between Party B's customers or other potential partners and Party A. In such a case, the content and payment of the services provided by Party A shall be agreed upon in a commercial agreement between Party A and the customer (or other possible partner) of Party B, and not by this Agreement.

**Article 2 Calculation and Payments of Exclusive Technical Support and Consultation Services Fee (hereinafter referred to as "Service Fee")**

2.1 The parties to this Agreement agree to provide consideration for the technical support and advisory services provided by Party A to Party B under Article 1 of this Agreement. Party B shall pay the service fee to Party A according to the appendix 2 of the agreement.

2.2 The amount of service fee recorded in the notice of charging service fee issued from Party A to Party B according to the provisions promulgated in the agreement is ultimate.

2.3 If Party B fails to pay the service charge to Party A as stipulated in this Agreement, Party B shall pay Party A a separate penalty of 5/10000 per day from the date of delay; if Party B delays payment of more than 60 days, Party A has the right to terminate this Agreement unilaterally.

2.4 If necessary, both parties may supplement appendix 2 of this Agreement or sign a supplementary agreement at any time as to the content of the technical support and consultancy services provided by Party A and the rates of service charges.

2.5 Party A is entitled to appoint their employees or Chinese registered accountants (hereinafter referred as "Authorized Representative of Party A) under the premise of its own expense to examine the accounts of Party B in order to verify the calculation method and amounts of service fee. To this end, Party B shall provide the authorized representative of Party A with the documents, accounts, records and data required by the authorized representative of Party A, so that Party A may authorize the representative to audit the accounts of Party B and determine the amount of the service charge. The amount of service charge shall be determined by the authorized representative of Party A. Party A has the right to issue a notice of charge to Party B at any time after the authorized representative of Party A issues the audit report. Party B is required to pay the unpaid service charge. Party B shall pay the fee within seven working days after receiving the notice.

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2.6 Unless otherwise agreed by both parties, the service fee payable to Party A by Party B in accordance with The Agreement shall not be deducted or offset (such as bank charges, etc.), which shall be borne by Party B.

2.7 In addition to the Service Fee, Party B shall also pay to Party A the actual expenses incurred by Party A for the purpose of providing the technical support, consultation and services hereunder, including but not limited to all travel, transportation, printing and postal expenses.

2.8 If Party A specifies third party to engage in technical support and consulting service according to the provisions of this agreement, Party B shall bear any joint and several liability to the third party if Party B causes any damages, and Party B shall compensate Party A for all the economic losses it has suffered.

2.9 If Party A appoints a third party to perform technical services in accordance with the provisions of Article 1.7 of this Agreement, Party A may choose any of the following terms of payment for the payment to such third party and require Party B to carry out the payment. Party A may change its payment terms at any time:

2.9.1 Party B can pay for the third party relevant fee directly'

2.9.2 Party B prompts Party B's customers (or other potential partners) to pay related fees directly to third parties

2.9.3 Party B directly pays the related expenses to Party A, and Party A is responsible for the settlement of the expenses with the third parties.

### **Article 3 The effectiveness and the effective term of the agreement**

The Agreement shall be established and effective on the date indicated in the start of the document. The Agreement shall remain valid for the duration of the operation of Party B unless agreed by both parties.

### **Article 4 Representations and warranties**

4.1 Party A hereby represents and warrants that:

4.1.1 Party A is a company legally incorporated and validly existing under the laws of the United States;

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4.1.2 Party A shall perform The Agreement within the power and performance capacity of its company without violating any restriction on its binding or affecting laws or contracts;

4.1.3 Once signed, this Agreement shall constitute a legal document which is legitimate, valid, binding and enforceable upon Party A.

4.2 Party B hereby represents and warrants that:

4.2.1 Party B is a company legally incorporated and valid existing under the law of Chinese;

4.2.2 Party B signs and performs The Agreement within the power and business scope of its company, and has passed the necessary authorization of the company, and does not violate any laws or contracts that are binding or influential to it;

4.2.3 Once signed, this Agreement shall constitute a legal document which is legitimate, valid, binding and enforceable upon Party B.

4.2.4 Party B has obtained the full consent of Party B's partners, including, but not limited to, Party B's customers and other possible future partners for the contents of this Agreement. Or does not require the consent of Party B's partner (including but not limited to Party B's customers and other prospective partners);

4.2.5 To the knowledge of Party B, there are no pending or threatened actions, arbitration or other laws relating to the subject matter of this Agreement or which may adversely affect its signature or performance of its obligations under this Agreement, administrative or other procedures or government investigations

4.2.6 Party B has disclosed to Party A all documents in its possession relating to any government department concerned with the proposed transaction under this Agreement, And the documents previously provided to Party A do not contain any untrue statements of material facts or neglect of statements, resulting in the existence of any inaccurate material facts in the contents of any such documents.

4.2.7 To the knowledge of Party B, there is no circumstance which may constitute a breach of relevant Chinese law or may hinder the performance of its obligations under this Agreement.

#### **Article 5 Duties and Responsibilities of Party B**

5.1 Party B shall notify Party A without delay of any unforeseen circumstances which may affect the normal operation of Party A;

5.2 Party B shall obtain relevant approval or license (if any) required by the relevant government departments to perform the obligations of this agreement; and

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5.3 If Party B's business contract contains any content that conflicts with the contents of this Agreement, and if the relevant Party B is not allowed to entrust or assign any content of the technical services to a third party for operation, then Party B shall cooperate with Party B, Including, but not limited to, Party B's customers and other prospective partners, to amend such contents or to exert their best efforts to induce such parties to waive such restrictions so that the performance of this Agreement shall not be hindered and the best interests of both parties shall be realized.

#### **Article 6 Non-compete**

6.1 For the purposes of this Agreement, Party B hereby undertakes, without the written consent of Party A, that Party B shall not seek any technical and advisory services from any third party during the term of this Agreement.

6.2 Any technical supports and consultation services to be developed promised by Party B, including but not limited to main businesses to Appendix 1 of this agreement, have to entrust Party A to work on it or to cooperate with Party A to work on it. Or one have to obtain advanced written consent of Party A to entrust a third party to work on it or to cooperate with third party whether that business cooperation regarding with technology or other business chances.

6.3 In addition, Party B undertakes that, from the date of signing of this Agreement, Party B shall not engage in any direct or indirect competition with Party A in any way in respect of any existing business or any new business developed in the future.

#### **Article 7 Confidentiality**

7.1 Party A and Party B agree to understand or obtain any form of technical or commercial information relating to the other party as a result of the performance of this Agreement. "including any content of this Agreement and any other matters of cooperation that may arise between Party A and Party B (hereinafter referred to as" "confidential information"), every reasonable measure of confidentiality shall be taken. Confidential information shall not be disclosed, given or transferred to any third party without the prior written consent of the provider of confidential information until such time as such confidential information enters the public domain.

7.2 Upon termination of this Agreement, Party A and Party B shall return any document, information or software containing confidential information to the original owner or provider of the confidential information or destroy it on their own with the consent of the original owner or provider. Including but not limited to the removal of any confidential information from any relevant memory device, and shall not continue to use such confidential information. Party A and Party B shall take necessary measures to disclose the confidential information only to Party B's staff and agents who have the necessary knowledge, Subcontractor, supplier or professional consultant, and urge such Party B staff, agent, subcontractor, supplier or professional consultant to comply with the confidentiality obligations under this Agreement.

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7.3 The above restrictions shall not apply to:

7.3.1 Information that has become generally available to the public at the time of disclosure.

7.3.2 It is not due to the fault of Party A or Party B that it has become generally available to the public after disclosure.

7.3.3 Information which proves to be in the possession of Party A or Party B before disclosure, and is not acquired from other parties directly or indirectly;

7.3.4 Party A or Party B has obligation to disclose to relevant government departments, stock exchange institutions pursuant to law requirements. Or that Party A or Party B disclose the above confidential information to their direct legal consultant or financial consultant due to their normal operation requirements.

7.4 The Parties agree that this clause shall remain valid, even when this Agreement is modified, cancelled or terminated.

#### **Article 8 Remuneration/compensation**

8.1 Except as otherwise provided in the agreement, if Party B does not perform or suspend the performance of its obligations under The Agreement in full. If the statement or guarantee is not true, it shall constitute a breach of contract if it has not corrected the above acts within 30 days upon receipt of notice from the other Party.

8.2 If either party to The Agreement violates The Agreement or any statement made in The Agreement, the non-breaching Party may notify the defaulting Party in writing to correct the breach within 10 days of the receipt of the notice to take appropriate measures to effectively and promptly avoid the occurrence of damage, and continue to fulfill The Agreement. In the event of any damage, the breaching party shall compensate the non-breaching party for all the rights and interests that the non-breaching party shall be entitled to in the performance of the contract.

8.3 As for any party in violation of the agreement which resulted in another party of any fees or responsibility needed to be bear or any losses (including but not limited to the company's loss of profit), the default party should indemnify the non-breaching party for any damage of the above fee, responsibility or losses (Including but not limited to the interest and legal fees paid or lost due to breach of contract).

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8.4 Party B shall bear all the responsibilities for any claim for compensation arising from Party B's failure to comply with Party A's instructions or improper use of Party A's intellectual property rights or improper technical operations.

8.5 If the Parties both breach this Agreement, the amount of the compensation payable by the Parties respectively shall be determined by the extent of their respective breaches.

#### **Article 9 Termination**

9.1 This Agreement shall terminate upon termination by written resolution of the Board of Directors of Party A, and this Agreement shall be terminated only in such cases unless otherwise provided by law or otherwise agreed in writing by the parties.

9.2 The parties agree and confirm that under no circumstances shall Party B request the termination of this Agreement unless otherwise provided by law or this Agreement.

9.3 Upon termination of this Agreement, the rights and obligations of the parties under articles 7th and 8th shall remain in force.

#### **Article 10 Resolution of Disputes**

10.1 In case of any disputes between the parties regarding the interpretation and performance of the terms hereunder, the parties shall negotiate in good faith to resolve the dispute. If the dispute is not resolved within 30 days after the commencement of friendly negotiations or within a longer period agreed upon by the parties at that time, either party may submit the dispute to the China International Economic and Trade Arbitration Commission in accordance with its terms of reference at that time. Valid arbitration rules arbitration settlement. The place of arbitration shall be Beijing and the language of arbitration shall be Chinese. The arbitration decision shall be final and binding upon both parties hereto. The provisions of this Article shall not be affected by the termination or rescission of this Agreement.

10.2 In addition to the disputes arising out of the agreement between the parties, the parties hereto shall continue to perform their respective obligations in accordance with the provisions of this agreement in good faith.

#### **Article 11 Force Majeure**

11.1 "Force majeure" refers to any event beyond the reasonable control of a party, unavoidable even with reasonable attention from such party, including but not limited to government behaviour, acts of nature, fires, explosions, windstorms, floods, earthquakes, tides, lightning or wars. However, poor credit standing, insufficient funds or inadequate financing shall not be deemed as an event beyond the reasonable control of a party. When either Party affected by a force majeure event seeks to be freed from its liability hereunder, such Party shall, as soon as possible, notify the other Party of the same and of the steps necessary for assumption of its liability hereunder.

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11.2 When the performance of this agreement is delayed or hindered due to the force majeure in the foregoing definition, the party affected by the force majeure shall not be liable for any of the obligations under this agreement during the delay or hindrance. The party affected by force majeure shall take appropriate measures to reduce or eliminate the effect of force majeure and shall endeavour to restore the performance of obligations delayed or obstructed by force majeure. Once the force majeure event is eliminated, the parties agree to make the best effort to restore the performance under the agreement.

#### **Article 12 Notice**

Unless otherwise expressly agreed in this Agreement, any notice or other communication given by a party under this Agreement in fulfilment of its rights and obligations under this Agreement shall be in writing and may be delivered by special person, by registered post, by prepaid postage, A courier service, email or fax, etc., is sent to the other party at the following address. The date on which the notice is deemed valid for delivery shall be determined as follows: (1) Notice delivered in person shall be deemed to be valid on the same day; (2) A notice sent by courier shall be deemed valid for delivery on the third day after it is sent by a qualified courier service; (3) A notice delivered by registered mail shall be deemed valid on the third day after after the date the receipt is issued by the post office; (4) Notices sent by email or fax shall be deemed valid for delivery on the first working day of the date of transmission. Any change of address at any time during the validity of this Agreement shall be notified in writing to the other party immediately.

Party A: PDN (China) International Culture Development Co., Ltd.

Address: Room 1709, 1710 No.1 Huaqiang Rd. Tianhe District Guangzhou City Guangdong Province China

Party B: Jiangxi PDN Culture Media Company Limited.

Address: #607, 609 29 Jingda Yangguangcheng Qingyuan District Ji'An City Jinagxi Province

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### **Article 13 Transfer of this Agreement**

13.1 Party B shall not transfer any of its rights and obligations hereunder to any third party, unless with Party A's prior written consent.

13.2 In order to be more conducive to the performance of the contract between the parties, Party A shall transfer all or part of its rights and obligations under this Agreement to its affiliates or any third party designated by it, as the circumstances require, but shall notify Party B in advance in writing.

### **Article 14 Severability of this Agreement**

The parties hereby confirm that this Agreement is a fair and reasonable agreement reached by the parties on the basis of equality and mutual benefit. In the event that any of the provisions of this Agreement are inconsistent with the relevant law and are invalid or unenforceable, such terms shall be subject to the following conditions: Invalid or unenforceable within the jurisdiction of the law, without prejudice to the legal effect and enforceability of the other provisions of this Agreement. However, the parties to this Agreement shall at the same time cease to perform such invalid and unenforceable terms and conditions and shall amend them only to the extent nearest to their original intent to the extent that they are valid, effective and enforceable for such particular facts and circumstances.

### **Article 15 Appendixes, amendment and supplementation to this Agreement**

15.1 Appendixes hereto shall constitute an integral part of this Agreement and shall have the same legal force as this Agreement.

15.2 Any amendment and supplementation to this Agreement made by the Parties shall be in the form of written agreements. Such amendment and supplementary agreements appropriately signed by the Parties shall constitute an integral part of this Agreement and shall have the same legal force as this Agreement.

15.3 This agreement is made in Chinese in four (4) originals, with each party holding two (2) copies.

### **Article 16 Applicable Laws**

The execution, validity, performance, interpretation and dispute settlement of this Agreement shall be governed by and interpreted in accordance with laws of China.

Party A and Party B shall hereby have ordered their duly authorized representatives to sign this Agreement on the date indicated above.

(The remainder of this page is intentionally left blank)

**Party A: PDN (Hong Kong) International Cultural Development Co., Ltd**

Signatory Representative:

**Party B: Jiangxi PDN Cultural Media Co., Ltd.**

Signatory Representative:

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**Appendix 1:**

**Details of Exclusive Technical Support, Consultation and Services**

1. Main businesses including in the exclusive technical support and consultation services provided by Party A to Party B are as follows:

<b>Main Functions</b>	<b>Function Declaration</b>
<b>Promotion in various business session</b>	<b>Business section introduction and related news promotion.</b>
<b>Application and management of members</b>	<b>Membership application and membership growth system.</b>
<b>Online live streaming and recorded broadcast of online courses</b>	<b>Online course registration, payment and online lectures.</b>
<b>Activity registration and publicity.</b>	<b>Online event registration, payment and exhibition as well as promotion of contents after activities</b>
<b>Members online social</b>	<b>Online mutual communication of members</b>
<b>Demand and recruitment of high-end talents</b>	<b>Online recruitment and personal resume delivery of enterprises</b>
<b>Promotion of female maintenance and health</b>	<b>Diet, fitness, health, beauty, medical treatment, etc.</b>
<b>Integration of capital, projects and listed resources</b>	<b>Domestic and foreign capital project listing and other market construction.</b>
<b>Cooperation among colleges</b>	<b>Introduction of colleges and collaboration policies</b>
<b>SEO optimization of websites and Wechat account promotion</b>	<b>Several influential Wechat accounts promotion and websites SEO optimization</b>

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2. the exclusive technical support and consultation services provided by Party A to Party B including but not limited to:
1. Use the assets (including intellectual property) owned by Party A to assist Party B to fulfill Party B's business contract;
  2. To provide technical services, technical training, technical advice, including but not limited to the provision of network security, system encryption, online settlement, online inquiry, search, and web page making related to Party B's main business and business contracts. Training and consulting services. Technical services include, but are not limited to, the provision of asset use, consulting, support, installation, testing, R&D, commissioning, maintenance, monitoring, troubleshooting, etc.
  3. To research and develop software, hardware and database needed in main businesses of Party B as well as to provide relevant fixation and maintenance services.
  4. To establish and organize database regarding inventory, finance, clients and business materials of main businesses of Party B and to update and upgrade;
  5. To provide business management and business information services regarding main business of Party B; and
  6. Other technical support, business management and information consultation services which can be provided by Party A.
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## Appendix 2:

### Calculation and Payment of Service Fee

1. The Service Fee hereunder shall equal the total revenue and income less total expenditure and relevant taxes incurred in Party B's operations and multiply with 50%. The Service Fee shall be paid by Party B to Party A subject to specific payment directive issued by Party A.

2. The amount of Service Fee stated in the notice regarding the payment of Service Fee issued by Party A to Party B pursuant to this Agreement shall be final. The amount of the Service Fee shall be determined by Party A through negotiation with Party B on the basis of the following factors:

- (1) Technical difficulty and complexity of the technical support, consultation and services provided;
- (2) Time that Party A's employees spend in providing the technical support, consultation and services;
- (3) Specific contents and commercial value of the technical support, consultation and services provided;
- (4) Market reference price of similar technical support, consultation and services;
- (5) Whether permits provided to Party B to use specific technologies (including patented technologies and non-patented technologies) are involved in provision of the technical support and services;
- (6) Revenue of Party B as well as inherent relation between the technical support and management consulting services provided by Party A and revenue of Party B.

3. Party B shall, within seven (7) business days after each quarter ends, provide Party A with the specific amount of incomes, sales costs, operating expenditures and other related expenses as well as financial statements ("Quarterly Report") of the last quarter for Party A to review and verify.

4. Party A shall calculate the Service Fee on a quarterly basis, the specific date of payment shall be decided by Party A and Party A shall notify Party B twenty (20) working days in advance of the date of payment. Party B shall, on the date decided by Party A, pay the Service Fee to the bank account designated by Party A. Moreover, Party B shall fax or mail a photocopy of the remittance voucher to Party A within ten (10) business days after the remittance is completed. Account information of Party A is as follows:

[ Account Information of Party A ]

5. If Party A deems that the mechanism for determining the service price herein fails to apply as a result of a certain reason and that adjustment shall be made, Party B shall, within ten (10) business days after Party A makes a written request on the same, actively and honestly consult with Party A so as to determine a new charging standard or mechanism. If Party B fails to make any reply within ten (10) business days upon receipt of the notice specifying Party A's request, it shall be deemed that Party B agrees on the adjustment of the Service Fee. Upon request of Party B, Party A shall consult with Party B about the amount of the Service Fee.

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**Business Operation Agreement, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd. and Jiangxi PDN Culture & Media Co., Ltd.**

Party A: PDN(China)International Culture Development Co., Ltd.  
Add:Rm.1709/1710, Zhukong INT Center, Huaqiang Rd, Tianhe District, GZ City,Guangdong Province,China

Party B: Jiangxi PDN Culture Media Co.,Ltd.  
Add:Rm607,609,No.29 Jingda Yangguang City,Qingyuan District, Ji'an City,Jiangxi Province,China

Party C:(Hereinafter referred to collectively as Party C)

Shareholder	Name	Nationality	PRC ID Card No.	Address
1	Wang Maoji	China	362421197203236814	Rm.603,BLDG 5,Xijingshu East Alley,Xueqing Road,Haiding District,Beijing City
2	Wu Anyong	China	362421196805080031	No.8,Jizhou Road,Dunhou Town,Ji'an County,Ji'an City,Jiangxi Province

**Whereas:**

Party A is an exclusively foreign-owned enterprise duly organized and existing under and by virtue of the laws of China;

Party B is a limited liability company duly organized and existing under and by virtue of the laws of China;

Party C,the shareholder of Party B(hereinafter referred to as the shareholder),totally hold 100% equity interest of Party B. The specific ownership of each shareholder is as follows:

Wang Maoji holds 90% ;

Wu Anyong holds 10% .

**The following Agreement is agreed on the basis of equality and mutual benefit through friendly consultations by the parties hereto to strengthen the operation and management of Party B and to achieve the win-win cooperation of all parties hereto.**

**1. General principles**

1.1Party B pays Party A various funds payable, Party B and Party C hereby irrevocably agree and acknowledge that Party A is entitled to overall guidance and supervision on and management to all of Party B's production and operating activities, assets and liabilities (including but not limited to cash and intangible assets). The overall operation risk of Party B shall be completely undertaken by Party A on the premise of no violation to the terms and conditions hereof by Party B and Party C(in order to avoid any misunderstandings, the expression"the operation risk shall be completely undertaken by Party A" refers merely to the risk that Party A is unable to charge for services pursuant to the Agreement and other Agreements signed by parties due to the poor management with no revenue of Party B. Party A may not undertake any legal responsibilities of any debts,liabilities or other obligations and risks caused by Party B,unless such risks resulting from Party A's intentional act or other material negligence. )

1.2All operating revenues generated from Party B(All revenues=total revenue operating of Party B - total operating cost and expense of Party B - various taxes) shall be owned by Party A. 50% of the revenue may be paid to Party A as service fee under the convention of <Agreement on Exclusive Technical Support, Consultation and Services>;Additional 50% of revenue shall be invested in foreign investment or engaged in other operating activities under the indication of Party A,the revenue and risk resulting from which shall be actually owned and born by Party A.Provided that the adjusting proportion made as aforesaid, Party A shall notify Party B in writing.Both parties shall execute according to the adjusted proportion.Unless otherwise stipulated in governmental regulations in use,the subsidies granted by government to Party B shall be deemed as operating revenue of Party B.

**2. Obligation of Omission**

Party B and Party C hereby acknowledge and agree that Party B shall not ,in any any other way,conduct any transaction which may have material effect on Party B's assets, business, financial affairs, personnel, obligations and rights,business mode,business activities,management mode and management activities on the Company's business, unless otherwise agreed by Party A or any other party designated by Party A in writing. Such transactions shall include but not be limited to the following:

- 2.1 To conduct any activity out of the normal business scope of Party B, or do business by a method different from the usual and common methods in the past;
- 2.2 to borrow money from any third party or undertake any debt, or sign any agreement, arrangement, commitment or memorandum on such loan and debt;
- 2.3 To change or dismiss any director of Party B, or replace any senior management person of Party B;
- 2.4 to sell, rent, lend, transfer, assign, grant, rehypothecate, deposit, invest in abroad and replace to any third party, or dispose of by other means any assets with an amount of more than RMB 100,000 or any right of Party B, including but not limited to any intellectual property right;
- 2.5 to provide security for any third party with Party B's assets or intellectual property rights or with any other form of security, or establish any other right or obligation on Party B's assets;
- 2.6 to take any action that should be approved by a shareholders' meeting or the board of directors according to the valid provisions of Party B's articles of association; including but not limited to increase or reduce the registered capital, modify the articles of association, change the business scope or major businesses of Party B or make liquidation or dissolution of Party B etc.
- 2.7 to change Party B's normal business process or revise any major internal rules and regulations of Party B;
- 2.8 to transfer its rights and obligations hereunder to any third party;
- 2.9 to transfer its Party B's equity to any third party or change Party B's share structure in any other form;
- 2.10 to make significant adjustment of its business mode, marketing strategy, business policy or customer relationship of Party B;
- 2.11 to distribute bonuses and dividends or any other interests by any means; and

- 2.12 to make any capital expenditure (except the capital expenditure generated from Party B's normal business process).
- 2.13 Signing any agreement,document or arrangement relating to business operation of Party B under abnormal operation conditions
- 2.14 to sign,change any partnership or joint-investment arrangement,or approve merger,combination,division,change of corporate form or dissolution made by and between Party B and any third party,or purchase all or part of the equity or share of any third party or invest in any third party;
- 2.15 to sign,change or terminate any material contract made by Party B,or to sign any other contract in conflict with the current material contract;
- 2.16 to take any act that may result in termination,bankruptcy,liquidation,dissolution to Party B or cause Party B to be closed.

**3. Operation Management and Personnel Arrangement**

- 3.1 Party B and Party C hereby agree to accept and strictly implement the suggestions on various aspects given by Party A from time to time,including employee appointment and dismissal,daily business management and financial management regulations of Party B.
- 3.2 Party B and Party C hereby agree that Party C shall elect the personnel designated by Party A as the directors of Party B according to the proceedings prescribed by laws and regulations and stipulated by Party B's articles of association;Party C shall urge such directors to elect the person recommended by Party A as Party B's chairman (or executive director)and urge the board of director (or executive director) to appoint the personnel designated by Party A as Party B's general manager, chief financial officer and other senior management personnel.The legal representative of Party B shall be the person appointed by Party A.
- 3.3 If one of the aforesaid directors or senior management personnel designated by Party A leaves Party A, either voluntarily or dismissed by Party A, he/she shall lose the qualification for holding any position in Party B. In this case, Party C shall immediately urge Party B to dismiss the said person's position in Party B and immediately elect and appoint another person designated by Party A for holding this position.

- 3.4 For the purpose of Paragraph 3.2 and 3.3, Party C shall, in accordance with laws, Party B's articles of association and this Agreement, take all necessary internal and external procedures of Party B to complete the said dismissal and appointment procedures.
- 3.5 Party C hereby jointly and individually agrees that, when signing this Agreement, Party C shall irrevocably authorize the personnel designated by Party A to exercise shareholders' rights according to the letter of authorization with the contents specified in Appendix 1 herein, and Party C and/or the person designated by Party A shall exercise Party C's shareholder voting rights in the name of Party C at the shareholders' meetings of Party B. Party C further agrees that Party C shall replace the authorized personnel indicated in the aforesaid letter of authorization at any time requested by Party A.

**4. Custody of Official Seals, Licenses and Financial Documents, and other Provisions**

- 4.1 All Parties hereby agree that Party B's official seals, licenses and financial documents shall be kept by Party B.

For the purpose of this paragraph, the meanings of the following provisions are as follows: Party B's common seals include Party B's company seal, special seal for contract uses, special seal for finance uses, the seal of legal representatives and the special seal for invoice uses etc. Party B's licenses shall include but not be limited to (if any): business license, tax registration certificate, statistics registration certificate, social insurance registration certificate, bank account opening license, SMS service access code use certificate, value-added telecommunication service license, network cultural operation license, and any and all approvals, replies, permits, licenses, certificates and government documents required for legitimate existing and operation of Party B.

Party B's financial documents shall include but not be limited to: original financial documents, monthly/quarterly/half-year/annual financial reports, annual audit reports, and all the vouchers, statements and reports related to Party B's finance.

- 4.2 If any agreement between Party A and Party B is terminated or expires, Party A shall have the right to decide whether to terminate all the agreements between Party A and Party B.

**5. Entire Agreement and Amendments to This Agreement**

- 5.1 This Agreement and all agreements and/or documents mentioned or implied herein shall constitute an entire agreement amongst the Parties hereto concerning the subject matter of this Agreement and shall replace all the oral and written agreements, contracts, understanding and communications previously entered into amongst the Parties hereto concerning the subject matter of this Agreement.
- 5.2 Any amendment to this Agreement shall become effective when a written agreement is signed amongst the Parties hereto. The amendment agreement and supplementary agreement to this Agreement appropriately signed by the Parties hereto shall be deemed as an integral part of this Agreement and shall have the same equal legal force as this Agreement.

**6. Governing Laws**

The conclusion, validity, execution, interpretation and dispute resolution of this Agreement shall be governed and interpreted by laws in China.

**7. Dispute Settlement**

- 7.1 If there is any dispute about the interpretation and performance of relevant clauses hereunder, the Parties hereto shall settle the dispute in good faith through consultation. Where consultation fails, any party may submit the dispute to China International Economic and Trade Arbitration Commission for arbitration according to the arbitration rules of the Commission then in effect. Arbitration shall be made in Beijing and in Chinese. The award of the arbitration shall be final and binding upon the Parties hereto.
- 7.2 The Parties hereto shall continuously perform their respective obligations specified herein on the principle of good faith, except the matter under dispute.

**8. Notice**

Unless otherwise provided herein, all notices or other letters given by one party hereto for performing the rights and obligations hereunder shall be made in writing and shall be sent by personal delivery, registered mail, postage-prepaid mail, express delivery services, email or fax etc. accepted to the following address of one party or the Parties hereto. The date of service of notice shall be confirmed in the form as following: (1) the notice delivered by the specialist in person shall be deemed as effective service the same day; (2) the notice delivered by express shall be deemed as effective service the third(3) day after it has been sent by the qualified express companies; (3) the notice delivered by registered mail shall be deemed as effective service the third(3) day after the issuance of the receipt made by the post office; (4) the notice delivered by email or fax shall be deemed as effective service the first(1) day upon the delivery was made. Provided that any party shall notice to other parties in writing when changing address within the validity period herein.

Party A: PDN(China)International Culture Development Co., Ltd.

Add: Rm.170/1710, No.1, Huaqiang Rd, Tianhe District, GZ City, Guangdong Province, China

Party B: Jiangxi PDN Culture Media Co., Ltd.

Add: Rm607,609, No.29 Jingda Yangguang City, Qingyuan District, Ji'an City, Jiangxi Province

Party C:

Wang Maoji

Add: Rm603,5/F, Jingshu East Alley, Xueqing Rd West, Haidian District, Beijing City

Wu Anyong

Add: Rm607,609, No.29 Jingda Yangguang City, Qingyuan District, Ji'an City, Jiangxi Province

**9. Effectiveness and Term of This Agreement, and Miscellaneous**

- 9.1 Decisions which require Party A's written consent, opinions and designations and others which have important influence on Party B's daily business shall be made by the board of directors of Party A.
- 9.2 This agreement is executed in Chinese in quadruplicate, each for one Party (Party C shall each hold one copy). This Agreement is signed and becomes effective on the date first above written.



- 9.3 During the valid term of this Agreement, Party B and Party C shall not terminate this Agreement in advance. Party A is entitled to terminate this Agreement at any time following the service of a written notice to Party B and Party C thirty days in advance.
- 9.4 The Parties hereby confirm that this Agreement is a fair and reasonable agreement concluded amongst the Parties hereto on the basis of equality and mutual benefits. If any clause and stipulation of this Agreement is deemed invalid or unenforceable pursuant to applicable laws, such clause shall be deemed to be deleted from this Agreement and become invalid, but the other clauses shall remain in force and this Agreement shall be deemed without this clause at the very beginning. The deleted clause shall be replaced with a legitimate and valid clause acceptable by the Parties hereto through consultation amongst the Parties hereto.
- 9.5 Any party which fails to exercise any right, power or privilege hereunder shall not be deemed as a waiver of such right, power or privilege. Single exercising or partially exercising of any right, power or privilege hereunder shall not be deemed as exercising of any other right, power or privilege.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this Agreement on the date first above written.

Party A:(Seal):PDN(China)International Culture Development Co., Ltd.

Authorized Representative: \_\_\_\_\_

Party B:Jiangxi PDN Culture Media Co.,Limited  
(Seal)

Authorized Representative: \_\_\_\_\_

Party C:

Wang Maoji

Wu Anyong

\_\_\_\_\_

\_\_\_\_\_

**Power of Attorney**

Wang Maoji, a shareholder of Jiangxi PDN Culture Media Co., Ltd. (hereinafter referred to as the "Company"), holds totally 90% equity interest of the Company. I hereby agree to authorize the shareholder's rights corresponding to 90% equity of the Company that I hold to the PDN(China)International Culture Development Co., Ltd. (hereinafter referred to as the "authorized person"). I hereby irrevocable authorize the authorized person to exercise the following rights within the valid period of this Letter of Authorization:

In accordance with laws and the Company's articles of association, the authorized person shall, as my full representative and in the name of mine, exercise all the shareholder's rights that I have as a shareholder holding 90% equity interest of the Company, including but not limited to: to propose the convening of a shareholders' meeting; to accept any notice on the convening and standing orders of a shareholders' meeting; to attend a shareholders' meeting of the Company and exercise all the voting rights as a shareholder holding 46.67% equity interest of the Company (including to act as my authorized representative at a shareholders' meeting of the Company to designate and appoint the director, supervisor, general manager, chief financial officer and other senior management personnel of the Company, and make a decision on bonus division and so on); to transfer or, in other means, handle my 90% equity interest held in the Company, be entitled to have all shareholder's rights and interests etc. to participate in the Company's major decision under the applicable laws, rules and articles of association.

The authorized person shall have the right to designate a person appointed by its board of directors (or executive director) to exercise the rights authorized under this Letter of Authorization.

This Letter of Authorization shall be valid from the date of signature of this Letter of Authorization to the date when I have completed the transfer of my 90% equity interest held in the Company to the [the authorized person] in accordance with the Exclusive Option Agreement and have completed the change of industrial and commercial registration for this equity transfer.

Authorized by: Wang Maoji

Authorized person: PDN(China)International Culture Development Co.,Ltd.

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Date: November/16th/2017

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Date: November/16th/2017

**Power of Attorney**

Wu Anyong,a shareholder of Jiangxi PDN Culture Media Co.,Ltd.(hereinafter referred to as the “Company”),holds totally 10% equity interest of the Company. I hereby agree to authorize the shareholder’s rights corresponding to 10% equity of the Company that I hold to the PDN(China)International Culture Development Co.,Ltd.(hereinafter referred to as the “authorized person”).I hereby irrevocable authorize the authorized person to exercise the following rights within the valid period of this Letter of Authorization:

In accordance with laws and the Company’s articles of association, the authorized person shall, as my full representative and in the name of mine, exercise all the shareholder’s rights that I have as a shareholder holding 10% equity interest of the Company, including but not limited to: to propose the convening of a shareholders’ meeting; to accept any notice on the convening and standing orders of a shareholders’ meeting; to attend a shareholders’ meeting of the Company and exercise all the voting rights as a shareholder holding 10% equity interest of the Company (including to act as my authorized representative at a shareholders’ meeting of the Company to designate and appoint the director, supervisor,general manager, chief financial officer and other senior management personnel of the Company, and make a decision on bonus division and so on); to transfer or,in other means, handle my 10% equity interest held in the Company,be entitled to have all shareholder’s rights and interests etc. to participate in the Company’s major decision under the applicable lase,rules and articles of association.

The authorized person shall have the right to designate a person appointed by its board of directors (or executive director) to exercise the rights authorized under this Letter of Authorization.

This Letter of Authorization shall be valid from the date of signature of this Letter of Authorization to the date when I have completed the transfer of my 10% equity interest held in the Company to the [the authorized person] in accordance with the Exclusive Option Agreement and have completed the change of industrial and commercial registration for this equity transfer.

Authorized by:Wu Anyong

Authorized person:PDN(China)International Culture Development Co.,Ltd.

\_\_\_\_\_  
Date: November/16th/2017

\_\_\_\_\_  
Date:November/16th/2017



**Equity Interest Pledge Agreement, dated as of February 26, 2018 between PDN (China) International Culture Development Co., Ltd., Maoji (Michael) Wang and Anyong Wu.**

Pledgee: PDN (China) International Culture Development Co., Ltd.

Address: Rm.1709/1710, Zhukong INT Center, Huaqiang Rd, Tianhe District, GZ City,Guangdong Province,China

Pledgor:

<b>Share holder</b>	<b>Name</b>	<b>Nationality</b>	<b>National identification number</b>	<b>Domicile</b>
1	Wang Maoji	Chinese	362421197203236814	No. 603, 5/F, West Jingshu Dongli, Xueqing Road, Haidian District, Beijing
2	Wu Anyong	Chinese	362421196805080031	No.8 Jizhou Rd. Dunhou Town Ji'An County Ji'An City Jiangxi Province

Wang Maoji and Wu Anyong are hereinafter referred to collectively as the Pledgor.

**Whereas:**

1. Jiangxi PDN Culture Media Co., Ltd (hereinafter referred to as the Target Company) is a limited liability company registered and validly existing in China under the Chinese law;
2. The Pledgor is the shareholder of the Target Company and totally holds 100% equity interest. As of the date of execution hereof, The specific proportion of the equity interest held by Pledgor is as follows: Wang Maoji holds 90%, and Wu Anyong holds 10%; Pledgee, pledgor and target company collectively sign the <Exclusive Equity Interest Agreement>, <Intellectual Property License Agreement>, <Business Operation Agreement> and <Agreement on Exclusive Technical Support, Consultation and service>, etc. On November 16, 2017.
3. In order to ensure that the Pledgee can charge the service expense under the <Agreement on Exclusive Technical Support, Consultation and service> from the Target Company owned by the Pledgor normally and ensure that the target company and/or pledgor fulfill the performance of the < Exclusive Equity Interest Agreement>, < Intellectual Property Licensing Agreement> , the <Business Operation Agreement> and <Agreement on Exclusive Technical Support, Consultation and Service> , the Pledgor may provide guarantee for the Pledgor and the Target Company for the actual performance of all the obligations under the aforesaid agreements by pledging separately and jointly the Pledgor's total equity interest held in the Target Company.

**IN WITNESS WHEREOF, on the principles of equality and mutual benefits, the Parties reach the following agreement through friendly consultation:**

1. □□

The following terms shall be defined as follows, except otherwise specified herein:

- 1.1 The term “the pledged equity interest” or “pledge” means all the contents listed in article 2 herein.
- 1.2 The term “equity interest” means the 100% equity interest jointly and legally held by the Pledgor in the Target Company, and all the current and future rights and interests enjoyed on the basis of such equity interest.



- 1.3 The term “various agreements” means the <Exclusive Equity Interest Agreement>, < Intellectual Property Licensing Agreement>, <Business Operation Agreement> and the <Agreement on Exclusive Technical Support, Consultation and Service> separately or jointly made and entered into by the Pledgee, the Pledgor and the Target Company on November 16, 2017, including their amendments and renewed agreements from time to time.
- 1.4 The term “equity interest pledge period” means the period specified in Paragraph 3.1 herein.
- 1.5 The term “event of default” means any one of the circumstances listed in article 7 herein.
- 1.6 The term “default notice” means the notice that the Pledgee serves to announce an event of default pursuant to this Agreement.

**2. The formulation and the scope of guarantee of Pledge right**

- 2.1 The Pledgor pledges its total equity interest(hereinafter referred to as “the pledged equity right” or “pledge”) and the total shareholder’s power and right attached to the equity interest held in the Target Company to the Pledgee as the guarantee for the Pledgee’s rights and interests under various agreements.
- 2.2 The scope of guarantee pledged by the pledgor with equity interest hereunder shall include all the obligations,responsibilities and debts that the Target Company and the Pledgor should perform under various agreements, including but not limited to all direct or indirect losses including legal cost,other expenses, costs and the losses, interests, liquidated damages, indemnification, the expenses for realization of pledge or creditor’s rights and all other payable expenses to the pledgee caused by target company due to its nonperformance of paying the payable service fees and other payable accounts hereof. If any or all of various agreements become invalid for any reason, the Target Company and the Pledgor shall bear liability for the Pledgee.

- 2.3 Pledge hereof means the right reserved by the Pledgee for obtaining compensation firstly from the funds obtained from discounting, selling or selling off the pledged equity interest that the Pledgor pledges to the Pledgee.
- 2.4 The pledge hereof cannot be cancelled until the Pledgee's written approval is obtained after the Target Company and the Pledgor have appropriately performed their all obligations and responsibilities hereof, except otherwise agreed by the Pledgee in writing after this Agreement becomes effective. If the Target Company or the Pledgor fails to completely perform its any or all obligations or responsibilities under various agreements when the term of the relevant agreement expires, the Pledgee shall reserve the pledge specified herein until the aforesaid relevant obligations and responsibilities are completely performed by a method reasonably satisfying the Pledgee.

### **3. Effectiveness and Pledge Term**

- 3.1 This Agreement shall be established on the date when it is signed and sealed by the Parties, and the pledge is established when registered by the Administration for Industry and Commerce. The equity interest pledge is recorded in the shareholder register of the Target Company. The pledge shall be valid till all the obligations of the Pledgor and the Target Company under various agreements have been completely performed, or shall be valid till the pledgor agrees to terminate the pledge in writing. The termination of the pledge shall be recorded in the shareholder register of the Target Company and shall be registered the cancellation of pledge registration procedures.
- 3.2 Upon the execution of this Agreement, the Pledgor shall, in no time, record the equity interest pledge in the shareholder register of the Target Company hereof and entrust such shareholder register to the Pledgee. The Pledgor shall make reasonable business efforts to assist the Pledgee in completing the formalities for registration of the equity interest pledge with the relevant Company's registration authority and obtaining the equity interest pledge registration documents within 30 days or other periods agreed upon by Parties separately following the date of signature of this Agreement.
- 3.3 During the equity interest pledge period, if the Pledgor and/or the Target Company fail(s) to perform any of its obligations under various agreements, the Pledgee is entitled to exercise the pledge pursuant to this Agreement after giving a reasonable notice.

#### **4. Possession and Custody of Pledge Voucher**

- 4.1 The Pledgor shall, within thirty working days following the date of signature of this Agreement or other periods as unanimously agreed by the Parties, submit its equity interest contribution certificate (original) in the Target Company to the Pledgee for keeping, submit to the Pledgee the certification that the pledge has been properly registered in the register of shareholder, go through formalities for various examinations, approvals registration and filing required according to laws and regulations of China, and submit the equity interest pledge registration documents handled with the administration for industry and commerce concerning the pledge.
- 4.2 Should the registered items be changed by law where there is any change to the registered items of the pledge, the Pledgee and the Pledgor shall, within five working days following the date of change of the registered items, make change of registration and submit relevant documents concerning the change of registration.
- 4.3 During the equity interest pledge period, the Pledgor shall indicate the Target Company not to distribute any dividend and bonus nor take any profit distribution plan; should the Pledgor obtain economic interests of any other nature concerning the pledged equity interest, other than dividends, bonus or other profit distribution plans, the Pledgor shall, as requested by the Pledgee, indicate the Target Company to remit relevant funds (after realization) directly to the bank account designated by the Pledgee. Without the Pledgee's prior written consent, the Pledgor shall not use these funds.
- 4.4 During the equity interest pledge period, if the Pledgor subscribes the Target Company's new registered capital or accepts the equity interest held by the Pledgor in the Target Company (new equity interest), the new equity interest shall automatically become the pledged equity interest under this Agreement, and the Pledgor shall, within ten working days after obtaining of the new equity interest, complete all the procedures required for setting pledge with the new equity interest. If the Pledgor fails to do so, the Pledgee shall have the right to realize pledge immediately according to the stipulations of article 8 herein.

## 5. Representations and Warranties of the Pledgor

When signing this Agreement, the Pledgor makes the following representations and warranties to the Pledgee and confirms that the Pledgee signs and performs this Agreement on the basis of these representations and warranties:

- 5.1 The Pledgor has completed the obligation of total capital contribution relating to the pledged equity interest pursuant to the law, holds the pledged equity interest hereof legally and is entitled to provide pledge guarantee with the equity interest for the Pledgee.
- 5.2 When the Pledgee exercise its rights or realizes pledge pursuant to this Agreement at any time during the equity interest pledge period, the Pledgee shall not be legally claimed or legally interfered by any other party.
- 5.3 The Pledgee is entitled to exercise, dispose or transfer pledge according to the methods prescribed by laws and regulations and stipulated in this Agreement. The Pledgor shall coordinate the Pledgee unconditionally to exercise, dispose or transfer pledge.
- 5.4 For signing this Agreement and performing its obligations hereof, the Pledgor has obtained all necessary authorizations from the Company and does not violate any statutory and regulatory provisions. The authorized signatory hereunder has obtained legitimate and effective authorizations.
- 5.5 There is no other encumbrance or a third party's security interest (including but not limited to pledge) of any form existing in the pledged equity interest held by the Pledgor.
- 5.6 There is no civil, administrative or criminal litigation, administrative punishment arbitration or any other legal procedures concerning the equity interest which is now in progress or will occur. And there is no any potential civil, administrative or criminal litigation, arbitration or any other legal procedures concerning Pledgor and/or the pledged equity interest. In case any legal litigation, arbitration or other request may occur and cause adverse effect to the interests or the pledged equity interest of Pledgor or Pledgee hereof, the Pledgor shall, in writing in a quick and timely manner, guarantee to notify the Pledgee and take all necessary measures to ensure the pledged right and interest of the pledged equity interest to the Pledgee.
- 5.7 There is no accrued tax and expense payable concerning the pledged equity interest and no uncompleted legal procedures and formalities which should be completed.
- 5.8 All the clauses of this Agreement are the representation of the Pledgor's true meaning and shall be binding upon the Pledgor.

## 6. Commitments of the Pledgor

6.1 The Pledgor commits to the Pledgee, during the equity interest pledge period, the Pledgor shall:

- 6.1.1 Without the Pledgee's prior written consent, not transfer the equity interest, nor create or permit to create any pledge or any other encumbrance or a third party's security interest in any form which may adversely affect the Pledgee's rights and interests and , except otherwise transferring the equity interest to the Pledgee or the person designated by the Pledgee according to the Pledgee's requirements;
- 6.1.2 Without the Pledgee's prior written consent, not supplement, change or amend the Target Company's articles of association by any means, nor increase or reduce the Target Company's registered capital, or change the structure of the Target Company's registered capital by any other method;
- 6.1.3 Without the Pledgee's prior written consent, the Pledgor shall not sell, transfer, mortgage or dispose by any other means the rights and interests of its total or any pledged equity interest, any assets of the Target Company, business or incomes, nor permit to set any other security interest on the said items;
- 6.1.4 Without the Pledgee's prior written consent, the Target Company shall not have, succeed, promise or permit the existing of any debt, except (i) debts generated from normal or daily business process but not from borrowing; and (ii) debts having been disclosed to the Pledgee or having obtained the Pledgee's written consent;
- 6.1.5 Without the Pledgee's written consent, the Target Company shall not merge or joint with any third party, nor acquire any third party or make investment to any third party;

- 6.1.6 Without the Pledgee's prior written consent, the Target Company shall not conclude a significant contract with a contract value exceeding RMB1,000,000, except contracts concluded during normal business process;
- 6.1.7 Without the Pledgee's prior written consent, the Target Company shall not provide loans or credits for any individual;
- 6.1.8 The Target Company has conducted its all business during normal business process to maintain the value of its assets. The Target Company shall not conduct any action/omission which is enough to affect its operating conditions and the value of its assets;
- 6.1.9 In order to maintain the Target Company to reserve the ownership of its all assets, sign all necessary or appropriate documents, take all necessary or appropriate actions, and raise all necessary or appropriate accuses or make necessary and appropriate defense against all claims;
- 6.1.10 Without the Pledgee's prior written consent, the Pledgor shall not distribute bonus of the Target Company;
- 6.1.11 Abide by and execute all relevant applicable laws and regulations; show the Pledgee the notices, instructions or proposals within five working days after receiving of such notices, instructions or proposals if any issued or formulated by relevant competent authorities concerning the pledge; meanwhile, follow these notices, instructions or proposals, or present objection opinions and statements on these notices, instructions or proposals according to the Pledgee's reasonable requirements or upon the Pledgee's consent;
- 6.1.12 Notify the Pledgee timely of the event or the notice received which may adversely affect the Pledgor's equity interest or any right of the equity interest, and the event or the notice received which may change the Pledgor's any obligation hereof or may adversely affect the Pledgor's performance of its any obligation hereof; and take actions according to the Pledgee's reasonable instructions.

- 6.1.13 The Pledgor acknowledges that the realization of the Pledgee's pledge hereunder may affect the Pledgor's right for claiming the Target Company for compensation, and the Pledgor hereby confirms to waive such right;
- 6.1.14 Prior to assigning a director to the Target Company according to relevant stipulations of the articles of association, the Pledgor shall solicit the Pledgee's opinions in advance. Without the Pledgee's prior written consent, the Pledgor shall not make such appointment officially;
- 6.1.15 The Pledgor agrees and warrants that the Pledgee has the right to appoint an accountant to audit or investigate the Target Company on a regular basis or at any time required; the Pledgor warrants that the Target Company will unconditionally execute the management opinions on the Company's operation management and internal control given by the accountant after audit and investment.
- 6.2 The Pledgor agrees that the Pledgee's rights to be exercised pursuant to this Agreement shall not be suspended or interfered by the Pledgor or the successor, transferee or any other person of the Pledgor.
- 6.3 The Pledgor warrants to the Pledgee, in order to protect or improve the guarantee hereof for the Pledgor and/or the Target Company's obligations under various agreements, the Pledgor shall make necessary amendment (if applicable) to their respective articles of association and the Target Company's articles of association; sign and urge other parties interested with the pledge to sign all the right certificates and agreements requested by the Pledgee; and/or perform and urge other parties interested with the pledge to perform the actions requested by the Pledgee; provide convenience for the Pledgee to exercise the pledge; sign all the change documents concerning relevant equity interest certificates with the Pledgee or any third party designated by the Pledgee; and within a reasonable period, provide the Pledgee with all relevant pledge documents that the Pledgee thinks necessary. The Pledgor, according to the reasonable requirements of the Pledgee, guarantees to take all necessary steps and execute all necessary documents (including but not limited to the supplementary agreement hereof) to ensure the pledged right and interest of the pledged equity interest and the performance and realization of such rights to the Pledgee.

6.4 The Pledgor warrants to the Pledgee, for the Pledgee's benefits, the Pledgor shall abide by and perform all warranties, commitments, agreements and representations. If the Pledgor does not partially or wholly perform its warranties, commitments, agreements and representations, the Pledgor shall make compensation for all the losses caused to the Pledgee.

## **7. Event of Default**

7.1 The occurrence of any one of the following events shall be deemed as an event of default:

- 7.1.1 The Target Company, or its successor or transferee fails to pay any accounts payable on time and in full under various agreements; or the Pledgor, or its successor or transferee fails to perform its obligations under various agreements;
- 7.1.2 The Pledgor makes any materially misleading or false representations, warranties or commitments under article 5 or article 6 herein, and/or violates any representations, warranties or commitments under article 5 or article 6 herein;
- 7.1.3 The Pledgor violates any terms and conditions of this Agreement;
- 7.1.4 The Pledgor waives the pledged property or transfers the pledged equity interest without the Pledgee's written consent, except otherwise agreed in Paragraph 6.1.1 herein;
- 7.1.5 The Pledgor is requested to repay or perform in advance its any loans, security, compensation, commitments or other repayment liability due to breach of contract, or is unable to repay or perform the said items matured, and the Pledgee with reasons thinks that the Pledgor's capacity for performing its obligations hereunder is adversely affected, which may further adversely affect the Pledgee's interests;



- 7.1.6 The Pledgor is unable to repay general debts or other debts, which may further adversely affect the Pledgee's interests;
- 7.1.7 <Exclusive Equity Interest Agreement>, the <Agreement on Exclusive Technical Support, Consultation and Service>,< Intellectual Property Licensing Agreement> and <Business Operation Agreement> or any Agreement hereof become null and void or non-performance due to the changing of the relevant law, issuance of the new law or any other reasons,and the Pledgee fails to make an alternative arrangement to realize the purposes hereof.
- 7.1.8 Any government department's consent, license, approval or authorization required for making this Agreement enforceable, legitimate or effective is withdrawn, terminated, invalid or materially revised;
- 7.1.9 The Pledgee thinks that the Pledgor's capacity for performing its obligations hereunder is adversely affected due to any adverse change to the property owned by the Pledgor;
- 7.1.10 Due to the reason caused by the Pledgor, <Exclusive Equity Interest Agreement>, the <Agreement on Exclusive Technical Support, Consultation and Service>,< Intellectual Property Licensing Agreement> and <Business Operation Agreement> may directly or indirectly not be completely fulfilled as agreed upon.
- 7.1.11 Other situations that the Pledgee is unable to exercise the right to dispose the pledge according to relevant statutory provisions.
- 7.2 If knowing or discovering the occurrence of any event listed in Paragraph 7.1 hereabove or the occurrence of any event which may result in the abovementioned events, the Pledgor shall serve a written notice to the Pledgee immediately.
- 7.3 The Pledgee may, at any time during or after the occurrence of any event of default by the Pledgor, serve a written notice of default to the Pledgor and demand the Pledgor to immediately pay the debts and other accounts payable under various agreements or to timely perform the <Agreement on Exclusive Technical Support, Consultation and Services>, < Exclusive Equity Interest Agreement>, < E-Terminal Provision and Services Agreement>, < Intellectual Property Licensing Agreement> and the <Business Operation Agreement>, except that the events of default listed in Paragraph 7.1 hereinabove are successfully solved which satisfies the Pledgee. If the Pledgor or the Target Company fails to correct its event of default or fails to take necessary remedial measures within ten days after such a written notice is served, the Pledgee shall have the right to exercise the pledge specified in article 8 herein.

7.4 Provided that the Pledgor or the Target Company breaches the contract, the Pledgee may, at any time, dispose the pledged equity interest in accordance with the clause 8 hereunder, in addition, the Pledgor shall compensate all the losses suffered by the Pledgee herein.

7.5 The default provision stipulated herein may not affect the performance of other remedies under the prevailing effective laws and regulations in China.

## **8. Exercising of Pledge**

8.1 During the equity interest pledge period, the Pledgor shall not transfer its pledged equity interest without the Pledgee's written consent.

8.2 When exercising the pledge, the Pledgee shall serve a notice of default to the Pledgor according to the stipulation of Paragraph 7.3 herein.

8.3 Subject to the stipulation of Paragraph 7.3 herein, the Pledgee may exercise the pledge at any time after giving a notice of default according to the stipulation of Paragraph 7.3 herein.

8.4 When realizing the pledge, the Pledgee is entitled to obtain compensation firstly from the funds obtained from discounting, selling or selling off any or all pledged equity interest, or transfer the pledged equity interest in other forms permitted by laws and regulations hereunder within the scope permitted by the current laws and according to legitimate procedures until the Pledgee's all rights under various agreements are realized, including but not limited to payment of relevant service expense and other accounts payable, and purchasing and obtaining of relevant pledged equity interest as agreed. Provided that the payment made after the transfer of pledged equity interest hereunder may not be sufficient to compensate the Pledgee, the Pledgor shall continue to pay the Pledgee in order to ensure that the entitlement and all the losses of the Pledgee may be completely compensated.

8.5 When the Pledgee exercises the pledge pursuant to this Agreement, the Pledgor shall not set any barrier but shall provide necessary assistance for the Pledgee in realizing its pledge. At the request of the Pledgee's requirement, the Pledgor shall offer and execute the relevant documents required by the Pledgee, register and help the Pledgee apply for the approval of all governmental entities and / or make registration concerning the registration and transfer of the pledged equity interest.

8.6 In the effective duration of the pledge, the Pledgee is entitled to collect the revenue generated by pledged stocks in cash or in other form, including but not limited to dividends, stock dividends, bonus and the investment returns in other forms.

8.7 The Pledgee, in exercising the pledged right, may require to transfer one or two pledgors' pledged equity interest in part or in whole part, by stages or simultaneously. Mr. Wang and Mr. Wu undertake the joint responsibility hereunder.

## **9. Transfer and Cancellation of Pledge**

9.1 Without the Pledgee's prior written consent, the Pledgor has not right to transfer or present its any rights and/or obligations hereunder to a third party.

9.2 This Agreement shall be binding upon the Pledgor and its successor and shall be valid for the Pledgee ad its successor or transferee.

9.3 The Pledgee may, at any time, transfer its any and all rights and obligations under various agreements to a third party designated by the Pledgee. In this case, the transferee shall reserve and undertake all the rights and obligations reserved and undertaken by the Pledgee under this Agreement. When the Pledgee transfers its rights and obligations under various agreements, the Pledgor shall sign relevant agreements and/or documents if required by the Pledgee.

- 9.4 In case of change of the Pledgee caused due to transfer, the new pledge parties shall make and enter into a new pledge agreement and the Pledgor shall be responsible for going through all relevant formalities for registration.
- 9.5 If the guaranteed debt is fully repaid at any time during the valid duration of the pledge, and the Pledgor bears no obligation or liability under this Agreement, the Pledgee's pledge under this Agreement shall be eliminated on the date when the guaranteed debt is fully repaid. In this case, if required by the Pledgor, the Pledgee shall sign and submit to the Pledgor the written documents for canceling the equity interest pledge hereunder, or assist the Pledgor in handling other formalities for canceling the equity interest pledge hereunder. Otherwise, the equity interest pledge hereunder shall not be cancelled without the Pledgee's prior written consent.

#### **10. Handling Charge and other Expenses**

- 10.1 All relevant expenses and actual expenses in connection with the execution of this Agreement, including but not limited to legal cost, cost of production, stamp tax and any other tax and expense, shall be equally shared by the Pledgor and the Pledgee. The Pledgor shall make compensation to the Pledgee in full for the taxes having been paid by the Pledgee if the taxes should be paid by the Pledgee according to law.
- 10.2 If the Pledgor fails to pay any tax or expense payable under this Agreement, or for any other reason, is recoured by the Pledgee by any means or method, the Pledgor shall bear all the expenses arising therefrom (including but not limited to various taxes, handling charge, management expense, litigation cost and attorney fee for disposal of the pledge, and various insurance premiums).

## **11. Force Majeure**

- 11.1 If the execution of this Agreement is delayed or hindered due to any “force majeure event”, the party affected by the force majeure event may not undertake any liability hereunder for the execution delayed or hindered only. “Force majeure event” means any event which goes beyond the scope of one party’s reasonable control and is inevitable through reasonable attention by the affected party, including but not limited to government act, natural force, disaster, explosion, geographic variation, storm, flood, earthquake, tide, lightning or war. However, insufficient credit, capital or financing shall not be deemed as an event beyond the scope of one party’s reasonable control. The party affected by “force majeure event” and seeks for being exempted from its responsibilities under this Agreement or under any clause of this Agreement shall notify the other party of the exemption as soon as possible and the steps required for completing performance of the responsibilities.
- 11.2 The party affected by force majeure may not undertake any liability hereunder arising therefrom. However, only as long as the affected party shall make all feasible efforts for performing this Agreement, can the affected part obtain exemption of the performance of such liability, limited to the performance delayed or hindered only. Once the reason for exemption of such liability is corrected or remedied, the Parties agree to make best efforts to recover the performance under this Agreement.

## **12. Applicable Laws and Dispute Settlement**

- 12.1 The conclusion, validity, execution, interpretation and dispute settlement of this Agreement shall be governed and interpreted by laws of China.
- 12.2 Where there is any dispute about the interpretation and execution of relevant clauses hereunder, the Parties shall settle the dispute in good faith through consultation. Where consultation fails, any party may submit the dispute to China International Economic and Trade Arbitration Commission for arbitration according to the current effective arbitration rules of the Commission. Arbitration shall be made in Beijing and in Chinese. The award of the arbitration shall be final and binding upon the Parties.
- 12.3 In settling any dispute, the Parties shall continuously perform their respective obligations specified herein on the principle of good faith, except the matter under dispute.

### 13. Notice

Unless otherwise provided herein, all notices or other letters given by one party hereto for performing the rights and obligations hereunder shall be made in writing and shall be sent by personal delivery, registered mail, postage-prepaid mail, express delivery services, email or fax etc. accepted to the following address of one party or the Parties hereto. The date of service of notice shall be confirmed in the form as following: (1) the notice delivered by the specialist in person shall be deemed as effective service the same day; (2) the notice delivered by express shall be deemed as effective service the third(3) day after it has been sent by the qualified express companies; (3) the notice delivered by registered mail shall be deemed as effective service the third(3) day after the issuance of the receipt made by the post office; (4) the notice delivered by email or fax shall be deemed as effective service the first(1) day upon the delivery was made. Provided that any party shall notice to other parties in writing when changing address within the validity period herein.

Pledgee: PDN(China) International Culture Development Co., Ltd.  
Add: Rm. 1709/1710, No. 1, Huaqiang Rd, Tianhe District, GZ City, Guangdong Province, China

Pledgor:  
Wang Maoji  
Add: Rm 603, 5/F, Jingshu East Alley, Xueqing Rd West, Haidian District, Beijing City

Wu Anyong  
Add: Rm 607, 609, No. 29 Jingda Yangguang City, Qingyuan District, Ji'an City, Jiangxi Province

### 14. Waiver

If the Pledgee does not exercise or delays to exercise its any right, remedial method, power or privilege under this Agreement, the Pledgee shall not be deemed as a waiver of such right, remedial method, power or privilege. If The Pledgee exercises any right, remedial method, power or privilege separately or partly, the Pledgee shall not be deemed as a waiver for exercising any other rights, remedial methods, powers or privileges. The rights, remedial methods, powers and privileges specified in this Agreement are accumulative and shall not eliminate the application of any rights, remedial methods, powers or privileges prescribed by law.

## 15. Miscellaneous

- 15.1 Any amendment, supplementation or change to this Agreement shall be made in writing and shall become effective upon signature and seal of the Parties.
- 15.2 The headlines given in this Agreement are provided for reading reference only and shall not affect the interpretation of any clause of this Agreement.
- 15.3 The Parties hereby confirm that this Agreement is a fair and reasonable agreement concluded amongst the Parties on the basis of equality and mutual benefits. In case of any discrepancy between any clause of this Agreement and relevant laws, which makes the clause invalid or unenforceable, the clause shall be deemed invalid or unenforceable within the governing scope of relevant laws, and the validity of the other clauses of this Agreement shall not be affected.
- 15.4 This Agreement is written in Chinese and shall be executed in quadruplicate originals. Each for one Party, and Target Company holds one copy.

(No text below)

Pledgee: PDN(China)International Culture Development Co.,Ltd.

Authorized representative: \_\_\_\_\_

Pledgor:

Wang Maoji

Wu Anyong

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**Exclusive Stock Option Agreement, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd., Maoji (Michael) Wang and Anyong Wu.**

Party A : PDN (China) International Culture Development Co., Ltd

Address: Room 1709, 1710 No.1 Huaqiang Rd. Tianhe District Guangzhou City Guangdong Province China

Corporate legal representative: Wang Maoji

Party B:

<b>share holders</b>	<b>name</b>	<b>nationality</b>	<b>ID number</b>	<b>address</b>
1	Wang Maoji	Chinese	362421197203236814	No. 603, 5 <sup>th</sup> Floor, Jingshu East, Xueqing Road West, Haidian District, Beijing
2	Wu Anyong	Chinese	362421196805080031	No. 8, Jizhou Road, Dunhou Town, Ji'an County, Ji'an City, Jiangxi Province

Party C: Jiangxi PDN Culture Media Co. Ltd.

Address: #607&609, Jingda Sunshinecity, Qingyuan District, Ji'an City, Jiangxi Province

Corporate legal representative: Wang Maoji

**Whereas:**

Party A is a wholly foreign-owned enterprise incorporated in accordance with the law of China and validly existing;

Party C is a limited liability company registered, organized and validly existing in China with registration capital is 100 million RMB.

Party B is the shareholders of Party C, holding 100% shares of Party C; specifically, Wang Maoji holding 90%, Wu Anyong holding 10%.

Party B agree to jointly and individually, in accordance with the terms and conditions of this Agreement, irrevocably and without any additional conditions, Party A shall be granted an exclusive option to purchase all or part of the shares held by Party C (hereinafter referred as "right of exclusive stock option purchase"). Party A is also willing to accept this exclusive share. Subject to the provisions of Chinese law, Party B shall, at the request of Party A, an equity pledge agreement has been signed between the target stock option to be held by Party A and / or any third party designated by Party A in accordance with the provisions of this Agreement, under which Party B performs the intellectual property license signed with Party A for Party C. The obligations under the Agreement provide security.

NOW, THEREFORE, IN CONSIDERATION OF the mutual consent through consultation, the Parties hereto agree as follows:

### 1.1 authorization rights

Party B hereby together and individually, irrevocably and with no additional conditions to grant Party A or one or more than one person designated by Party A (hereinafter referred to as the “Designated Persons”) the exclusive option to, where permitted by applicable laws in China, following such exercising procedures as regulated by Party A or determined by the Designated Persons at their own discretion, purchase at any time from Party B part or all of Target Stock Price (“Targeted Stock Equities”) of Party C held by Party B at such price as set forth in Paragraph 1.4 hereof (hereinafter referred to as the “Exclusive Right of Exclusive Stock Option Purchase”). Party A has the right to decide the proportion of the subscription target equity. If Party A only subscribes to part of the target equity, the target equity which has not been subscribed for will continue to be subject to the provisions of this Agreement. Party A shall not grant such option to any third party other than Party A and the Designated Persons. Party C hereby acknowledges that it has been informed of the Exclusive Right of Exclusive Stock Option Purchase granted to Party A by Party B, and has no objection against such grant of option. Person or persons mentioned in this paragraph or this Agreement shall refer to an individual, company, joint venture, partnership, corporation, trust, or non-profit organization.

### 1.2 Time and Manner of Exercising the Option

Party A shall exercise its Right of Exclusive Stock Option Purchase as permitted by applicable laws and regulations in China. Party B agrees that Party A may exercise part or all of the options hereunder at any time upon the execution of this Agreement for an unlimited number of times until all of such Target Stock Price of Party C are purchased by Party A.

### 1.3 Notice of Exercising the Option

Where Party A wishes to exercise the Right of Exclusive Stock Option Purchase, Party A shall serve Party B a written notice (the “Notice of Purchase of Target Stock Price”). Such Notice of Purchase of Target Stock Price shall specify: (a) Party A’s determination of exercising the Option to Purchase stock equity; (b) shares of target stock equities that Party A intends to purchase from each shareholder of Party B (the “Purchased Target Stock Price”); (c) date of purchase / target stock right transfer (at least ten business days following the date of notice); (d) name and identity card number / business registration number of the Designated Persons in the event that such option is exercised by the Designated Persons.

#### 1.4 Purchase Price of Target Stock Price

In the event that the applicable laws and regulations in China require evaluation of the target stock right or imposes other restrictions on purchase price of the object Target Stock Price at the time when Party A exercises the Right of Exclusive Stock Option Purchase, or a Certified Tax Agent is consulted, the Parties agrees that the price of the targeted Purchased Equity price (hereinafter referred to as the "Purchase Price of Target Stock Price") shall be the lowest price as permitted by the applicable laws or the most reasonable price as suggested by the Certified Tax Agent.

#### 1.5 Transfer of the target stock right

Every time Party A exercises the Right of Exclusive Stock Option Purchase, within ten business days upon receipt of the Notice of Purchase of Target Stock Price served by Party A in accordance with Paragraph 1.3 hereof,

- (1) Party A shall instruct Party C to convene immediately a shareholder's meeting. A resolution on transfer of target stock right to Party A or the Designated Persons by Party B shall be approved in such meeting;
- (2) Party B shall, as provided by this Agreement and the Notice of Purchase of Target Stock Price, enter into a transfer agreement bearing such terms and conditions as in substantial conformity with those of the Transfer of Target Stock Price Agreement in Appendix 1 hereto;
- (3) All related parties shall sign any and all other necessary contracts, agreements or documents, obtain from the government all necessary approvals and permits, and take all necessary measures to transfer the valid ownership of the target stock right to Party A and/or the Designated Persons without any security interest attached thereto, so as to render Party A and/or the Designated Persons the registered owner of the target stock right in industrial and commercial registration. The latest business license, articles of association, approval certificate (if any), and other documents issued by or filed with competent authority in China reflecting changes in Target Stock Price of Party C, directors and legal representatives, etc. (if any) shall be submitted to Party A and/or the Designated Persons. For the purposes of this paragraph and this Agreement, security interests includes guarantee, mortgage, rights or interests of third party, any option to purchase, acquire, preempt Target Stock Price, right of offset, withhold of ownership or other arrangements for security, or other collateral arrangement. However, it does not include the equity pledge of the target company set up by Party B for Party A and the share pledge of the target company set up by Party B for a third party with the consent of Party A.

#### 1.6 Payment and Disposal of Fund

Where Party A exercises the Right of Exclusive Stock Option Purchase, payment by the Purchase Price of Target Stock Price shall be made in cash or in such manner as agreed upon by both parties and permitted by provisions of then applicable laws in China.

### **1. Covenants Relating target stock right**

#### 2.1 Covenant of Party C

Party C hereby covenants:

- (1) not to make any supplement, modification or amendment to the articles of association of Party C in any form, increase or decrease its registered capital or change the structure of its registered capital in any other manners without prior written consent from Party A;

- (2) to ensure the business Party C operates is in compliance with laws, regulations, rules and any other administrative rules and instructions issued by other competent government authorities, and is not in breach of any of the said laws, regulations or rules, which exerts material adverse influence on the business or composition of assets;
- (3) to maintain the corporate existence of Party C, operate its business and handle matters prudently and effectively in accordance with good financial and business rules and practices, obtain all necessary permits, licenses or approvals to support the continuous operation for Party C to its best efforts, and make sure such permits, licenses or approvals will not be canceled, revoked, or declared invalid;
- (4) to sell, transfer, mortgage or otherwise dispose of, or permit any other security interest to be created on any of Party C's assets, business or legal or beneficial interests such as revenue at any time following the execution of this Agreement without prior written consent from Party A;
- (5) to create, succeed to, guarantee or permit any liability without prior consent from Party A, except (i) liabilities arising from the normal course of business but not arising from loans; and (ii) liabilities disclosed to Party A and approved by Party A in writing;
- (6) to operate persistently all of Party C's business in the normal course of business to maintain the value of Party C's assets, and not to commit any act or omission that would affect its operations and value of assets;
- (7) to enter into any material agreement with value exceeding RMB One Hundred Thousand without prior written consent from Party A, except for agreements entered into in Party C's normal course of business;
- (8) to provide loans or credit to any person without prior written consent from Party A;
- (9) to provide all information relating to Party C's operations and financial conditions upon the request of Party A;
- (10) to purchase and maintain insurance from the insurance companies accepted by Party A. The amount and type of the insurance shall be the same as those of the insurance normally purchased by companies engaged in similar businesses and possessing similar properties or assets in the area where Party C is located;
- (11) not to merge or consolidate with, or acquire or invest in, any person without prior written consent from Party A;
- (12) to promptly notify Party A of any existing or threatened litigation, arbitration or administrative proceedings concerning Party C's assets, business or revenue;
- (13) to execute all necessary or appropriate documents, to take all necessary or appropriate measures and to bring all necessary or appropriate claims or to make all necessary and appropriate defenses against all claims in order for Party C to maintain the ownership over all its assets;
- (14) not to distribute dividends to Party C's shareholders in any manner without prior written consent from Party A; and
- (15) to strictly follow all the provisions under this Agreement and any other agreements entered into between the Parties collectively or individually, to perform all the obligations under such agreements and not to commit any act or omission that would affect the validity and enforceability of such agreements.

## 2.2 Covenant of Party B

Party B hereby covenants:

- (1) not to make any supplement, modification or amendment to the articles of association of Party C in any form without prior written consent from Party A;
- (2) not to sell, transfer, grant, pledge, or otherwise to allow any third party other than Party A or the Designated Persons to dispose of, or create any other security interest on the legal or beneficial interest in the Target Stock Price at any time upon execution of this Agreement other than the pledge created on Party B's Target Stock Price for Party A by Party B without prior written consent from Party A;
- (3) that it or its authorized representatives will not approve in the shareholders' meeting to sell, transfer, grant, pledge or otherwise dispose of, or allow any other security interest to be created on the Target Stock Price other than the pledge created on Party B's Target Stock Price for Party A by Party B, without prior written consent from Party A;
- (4) that it or its authorized representatives will not approve Party C in the shareholders' meeting to (a) merge or consolidate with, or acquire or invest in any person; (b) to distribute dividends; or (c) to perform closure, liquidation, or dissolution of the company, without prior written consent from Party A;
- (5) to promptly notify Party A of any existing or threatened litigation, arbitration or administrative proceedings concerning assets possessed by it;
- (6) that it or its authorized representatives will approve in the shareholders' meeting the transfer of the Targeted Stock Equity Right hereunder;
- (7) to execute all necessary or appropriate documents, to take all necessary or appropriate measures and to bring all necessary or appropriate claims or to make all necessary and appropriate defenses against all claims in order for it to maintain the ownership over all its Target Stock Price;
- (8) to unconditionally transfer all of Target Stock Price of Party C it holds to Party A or the Designated Persons at any time upon request of Party A; and
- (9) to strictly follow all the provisions under this Agreement or any other agreements entered into between the Parties collectively or individually, to perform all the obligations under such agreements and not to commit any act or omission that would affect the validity and enforceability of such agreements.

### **3. Representations and Warranties**

3.1 Party A hereby represents and warrants as follows:

- (1) has the full power and authority to execute and perform this Agreement;
- (2) Performance of this Agreement and obligations hereunder is not in breach of binding laws and regulations and other agreements, and requires no approval or authorization from any government department.

3.2 Party B and Party C hereby represent and warrant as follows:

- (1) They have the full power and authority to execute and perform this Agreement;
- (2) Performance of this Agreement and obligations hereunder is not in breach of binding laws and regulations and other agreements, and is not in need of approval or authorization from any government department.

3.3 As of the execution date of this Agreement and every Target Stock transfer, Party B and Party C hereby, collectively or individually, represent and warrant to Party A as follows:

- (1) They has the power and authority to execute and perform this Agreement, and any equity transfer agreement (“Transfer Agreement”) to which they are a party for each transfer of the Purchased Equity under this Agreement and to perform their obligations under this Agreement and any Transfer Agreement. Once executed, this Agreement and any Transfer Agreement to which they are a party will constitute legal, valid and binding obligations of them, and enforceable against them in accordance with the provisions thereof;
- (2) The execution, and performance of this Agreement or any Transfer Agreement or the performance of their obligations under this Agreement or any Transfer Agreement will not: (i) violate any relevant laws and regulations in China; (ii) conflict with the articles of association or other organizational documents; (iii) violate or constitute a default under any contract or instrument to which they are a party or that binds upon them; (iv) violate any condition for the grant and/or continued effectiveness of any permit or approval granted to them; or (v) cause any permit or approval granted to them to be suspended, canceled or attached with additional conditions;
- (3) Party B has good and marketable ownership of the Target Stock Price of Party C held by it, and has not created any security interest, liability, rights or liability, or right of recourse of a third party on the said Target Stock Price, except for the pledge on the Target Stock Price created for and agreed by Party A;
- (4) Party C has no outstanding liabilities, except (i) liabilities arising in its normal course of business; and (ii) liabilities disclosed to Party A and approved by Party A in writing;
- (5) There is currently no existing, pending or threatened litigation, arbitration or administrative proceedings related to the Target Stock Price, Party C’s assets or the company.

#### **4. EFFECTIVENESS AND TERMINATION OF THIS AGREEMENT**

- 4.1 This Agreement shall be effective upon execution by the Parties. Unless terminated earlier in accordance with the provisions of this Agreement or related agreements entered into between the Parties, this Agreement shall only be automatically terminated upon Party A's exercise of the Exclusive Purchase of target stock on all of Party C's Target Stock Price. The parties agree and confirm that under no circumstances shall Party B and Party C request the termination of this Agreement until all targeted shares have been transferred to Party A.
- 4.2 Without being detrimental to Article 4.1, Party A shall have the right to rescind this Agreement if, after the signing of this Agreement, any act of Party B causes damage to the interests of Party C, deterioration of operating conditions, or reduction of net assets, as a result of any act of Party B.
- 4.3 In the event that the duration of operation (including any extension thereof) of Party A or Party C is expired or terminated for other reasons within the term set forth in Article 4.1, this Agreement shall be terminated simultaneously.

#### **5. Taxes and Expenses**

- 5.1 Any and all taxes incurred by the Parties during the performance of this Agreement shall be borne by the Parties respectively.
- 5.2. Party C undertakes to bear any and all expenses arising from transfer of Target Stock Price.

#### **6. Breach of Agreement**

- 6.1 In the event that Party B or Party C breaches this Agreement or any representation and/or warranty specified herein, Party A may serve a written notice to the breaching party, who shall have ten (10) days following receipt of the notice from Party A to correct such breach, take measures to avoid negative consequences and thereafter continue to perform this Agreement. Should any damage occurs, the breaching party shall compensate Party A for such damage to ensure that Party A gains all the rights and interests that should have been obtained through the proper performance of this Agreement.
- 6.2 In the event that Party B or Party C fails to correct its breach within ten (10) days following receipt of the notice as provided in Paragraph 6.1, Party A has the right to request the breaching party to indemnify it from all expenses, liabilities or losses thus incurred (including but not limited to extra interest payment or losses and legal fees). Meanwhile, Party A has the right to transfer the Target Stock Price held by Party B to Party A and/or the Designated Persons by executing the appendix to this Agreement—Target Stock Price Transfer Agreement.
- 6.3 Notwithstanding any other provisions of this Agreement, the effect of this Article shall not be affected by the suspension or termination of this Agreement.



## **7. Applicable Law and Dispute Resolution**

### **7.1 Applicable Law**

The conclusion, validity, interpretation and performance of this Agreement and the settlement of disputes arising from this Agreement shall be governed by laws in China.

### **7.2 Manners of Dispute Resolution**

Any dispute arising out of the interpretation and performance of this Agreement shall be settled through friendly consultation between the Parties hereto. In the event that a dispute fails to be resolved within thirty (30) months following the service of a notice to settle it through negotiation by a party to another party, any of the Parties may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with its rules of arbitration then in effect. The arbitration shall be carried out in Beijing and the arbitration award shall be final and binding upon the Parties. The losing Party shall bear the costs of arbitration, including reasonable legal fees. In the course of the settlement of a dispute, the parties shall continue to perform this Agreement in all aspects other than the issue at issue.

## **8. Liability for the Maintenance of Confidentiality**

The Parties acknowledge and confirm that any information concerning this Agreement exchanged between them, orally or in writing, shall be deemed confidential information. The Parties shall maintain the confidentiality of all such confidential information and may not disclose to any third party any relevant information without prior consent in writing from other parties. Notwithstanding the foregoing, confidential information does not include information which (a) is already or will become known by the public (but not disclosed by the party accepting the same information); (b) is disclosed as required by applicable laws and regulations; or (c) has to be disclosed to the legal or financial advisors of a party as required by the transaction stated in this Agreement and such legal or financial advisors shall comply with confidentiality provisions similar to those specified in this paragraph. Any disclosure of confidential information by staff members of or the institution engaged by any party shall be deemed a disclosure by such party and therefore such party shall assume liability for the breach under this Agreement. This paragraph shall survive the termination of this Agreement out of any reason.

## **9. Notice**

9.1 Unless otherwise expressly agreed in this Agreement, under this Agreement, any notice or other communication given by a Party in fulfillment of its rights and obligations under this Agreement shall be in writing and may be sent by registered post by hand, Postage by prepaid mail, express express service, email or fax to the parties concerned at the following addresses. During the validity of this Agreement, if either party changes the address at any time, This Party shall immediately notify the other parties in writing.

Party A: Professional Diversity Network(China) International Cultural Development Co. Ltd.  
Address: Room 1709, 1710 No.1 Huaqiang Rd. Tianhe District, Guangzhou City Guangdong Province;

Party B: Wang Maoji  
Address: No. 603 5<sup>th</sup> Floor Jingshudongli West Xueqing Rd. Haidian District Beijing City

Wu Anyong  
Address: #607&609, Jingda Sunshinecity, Qingyuan District, Ji'an City, Jiangxi Province

Party C: Jiangxi PDN Culture Media Co. Ltd.  
Address: #607&609, Jingda Sunshinecity, Qingyuan District, Ji'an City, Jiangxi Province

9.2 The date on which the notice is deemed to be validly served shall be fixed as follows:

- (1) A notice delivered in person shall be deemed valid on the same day if served by a special person (including Speedpost, the date of receipt shall prevail)
- (2) A notice sent by courier shall be deemed valid for delivery on the third day after it is sent by a qualified courier service
- (3) If the delivery notice by registered mail to the post office shall issue a receipt after the date of the third (3) days is regarded as an effective way of delivery letter served by registered letter fifteenth days after the date of receipt shall prevail.
- (4) Notices sent by email or fax shall be deemed valid for delivery on the first working day of the date of transmission.

## **10. Further Assurances**

The Parties agree to promptly execute documents reasonably requisite to the performance of the provisions and the purpose of this Agreement or documents favorable to it, and to take actions reasonably requisite to the performance of the provisions and the purpose of this Contract or actions relating to them.

## **11. Miscellaneous**

### 11.1 Amendment, Modification and Supplement

Any amendment, modification and supplement to this Contract shall not be effective unless agreed to in writing and executed by each party.

### 11.2 Observance of Laws and Regulations

The Parties shall observe and cause other parties to fully observe all laws and regulations of the PRC officially published and accessible to the public.

11.3 Headings

The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation, explanation or in any other way the meaning of the provisions of this Agreement.

11.4 Language

This Agreement is written in Chinese and is executed in four counterparts, with one for each Party of this agreement.

11.5 Severability

If any one or more provisions of this Agreement are judged as invalid, illegal or unenforceable in any way according to any laws or regulations, the validity, legality and enforceability of other provisions hereof shall not be affected or impaired in any way. All parties shall, through sincere consultation, urge to replace such invalid, illegal or unenforceable provisions with valid ones, 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.

11.6 Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assignees of such Parties.

11.7 Survival

Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

The provisions of Article 6 and Article 8 and this article shall survive the termination of this Agreement.

11.8 Waivers

Either party may abstain on the terms and conditions of this Agreement, provided that it has been made in writing and signed by the parties. In certain circumstances, one party has not exercised or delayed the exercise of any of the rights provided for in this Agreement in respect of breach of contract by other parties, A waiver made by that party shall not be deemed to have waived that right or, in any other case, to have abstained from the other party in respect of a similar breach.

11.9 Entire Agreement

The Parties hereby acknowledge that this Agreement is a fair and reasonable agreement reached on the basis of equality and mutual benefit. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. In the event of any discrepancy between this Agreement and previous discussions, consultations and agreements, this Agreement shall prevail. Amendments to this Agreement may be made only by a written instrument by the Parties. The appendix to this Agreement constitutes an integral part of this Agreement and shall have the same legal effect as this Agreement.

11.10 Supplementary Provisions

Party B's liabilities, undertakings and obligations to Party B under this Agreement shall be several and joint and the Party B and members of Party B shall be jointly and severally liable to each other. From Party A's perspective, a breach committed by any member of Party B shall operate as a breach by Party B.

11.11 Matters not Specified in This Agreement

Matters not specified in this agreement shall be settled through consultation between the Parties in accordance with laws in China.

(no text below)

This page is the signature page of The Right of Exclusive Stock Option Purchase

Party A (stamp): Professional Diversity Network (China) International Cultural Development Co. Ltd.

Designated Representative:

Party B:

Wang Maoji

Wu Anyong

Party C(stamp): Jiangxi PDN Culture Media Co. Ltd.

Authoritive representative: :

**Appendix 1: Equity Transfer Agreement Format**  
**Target Stock Price Transfer Agreement**

This Target Stock Price Transfer Agreement (hereinafter referred to as this “Agreement”), is entered into among the Parties hereto (hereinafter referred to as the “Parties”) on XXX, in XXX.

Buyer : PDN (China) International Culture Development Co., Ltd.  
Address: Room 1709, 1710 No.1 Huaqiang Rd. Tianhe District Guangzhou City Guangdong Province

Selling Party (The following are individually and collectively referred to as “Seller” )

<u>Shareholder</u>	<u>Name</u>	<u>Nationality</u>	<u>National Identification Number</u>	<u>Domicile</u>
1	Wang Maoji	Chinese	362421197203236814	No. 603, 5/F, West Jingshu Dongli, Xueqing Road, Haidian District, Beijing
2	Wu Anyong	Chinese	362421196805080031	No. 8 Jizhou Rd. Dunhou Town Ji’An County Ji’An City Jiangxi Province

Each party of the above are called collectively as “Both Parties” and a single party is call “The party”.

WHEREAS,

1. Buyer Party is a wholly foreign-owned enterprise legally established and validly existing under the laws of China;
2. PDN (PDN) Culture Media Co., Ltd is a domestic limited liability company which was established in accordance with Chinese law and validly existing (hereinafter referred as “Target Company”) with its registration capital as 10 million RMB. The registration address is #607, 609 Jingda Yangguangcheng Qingyuan District Ji’An City Jiangxi Province and the corporate legal representative is Mr. Wang Maoji.

3. The seller is the shareholder of the target company and holds 100% shares of the target company C (hereinafter referred to as the “relevant equity”);
4. The seller is willing to comply with the relevant provisions and the buyer and Target Corp in November 16, 2017 signed a “Exclusive Stock Option Agreement”, the buyer and (or) the designated third party to exercise its option when the buyer and (or) held by the designated third party seller transfers all or part of the equity of the Target Corp, the buyer and (or) the designated third party agreed transferee of the equity (hereinafter referred to as the “equity transfer”).
5. The shareholders’ meeting of the target company has made a resolution on XX to agree that the seller to sell to the buyer the full ownership of the target company held by the seller.

NOW, THEREFORE, IN CONSIDERATION OF the mutual consent through consultation, both parties agree as follows:

#### **1. Target Stock Price Transfer**

- 1.1 The seller agrees to assign to the buyer the terms and conditions agreed upon by the seller in accordance with the notice of purchase of Equity, the Exclusive Stock Option Agreement and the terms and conditions of this Agreement, And the buyer agrees that, in accordance with the notice of purchase of Equity, the terms and conditions agreed upon in the Agreement for the exclusive purchase of Equity, and the terms and conditions agreed upon in this Agreement, the seller Wang Maoji holds 90% and Wu Anyong’s equity in the target company of 10% (hereinafter referred to as “Target Equity”). The target equity does not have any lien, The limitation of a pledge, mortgage, security interest, third party right or other property right (other than equity pledge made by the seller to the buyer for the transfer of shares).

#### **2. Target Stock Price Transfer Funds and the Payment Thereof**

- 2.1 The buyer party shall pay the Target Stock Price transfer funds to the selling party at the price determined in Paragraph 1.4 of the Exclusive Stock Purchase Right Agreement in consideration of the Transferred Target Stock Price.
- 2.2 The Buyer Party shall fully pay the Target Stock Price transfer funds to The Selling Party within five (5) business days from the date when all necessary procedures for government approvals and registrations concerning the Targeted Stock Transfer have been completed.

### **3. Special Undertakings**

- 3.1 The seller agrees to the Transfer of Shares under this Article and is willing and will urge the target company to sign such documents as may be necessary, including the resolution of the shareholders' meeting, and other necessary formalities to assist in the transfer of shares.
- 3.2 The Selling Party shall be liable for prompting the Target Company and itself to take all necessary actions jointly and separately, including but not limited to the execution of this Agreement, approval of shareholders' resolutions and amendments to the articles of association, to transfer the Targeted Stock Right to The Buyer Party from The Selling Party, and shall take the responsibility for obtaining all government approvals and completing business registration and filing procedures within ten (10) days upon the service of the Notice of Exercising the Option by The Buyer Party pursuant to the provisions of the Exclusive Stock Purchase Agreement in order to turn The Buyer Party into the registered owner of the Targeted Stock Right. .

### **4. Statement and Warranty**

- 4.1 The Parties respectively state and warrant as follows:
  - (a) They, as duly organized and validly existing enterprises or individuals with full capacity for civil conduct, have the full power and capacity to execute and perform this Agreement and other instruments necessary for the realization of the purpose herein. Once executed, this Agreement shall constitute legal, valid and binding obligations of them and enforceable against them in accordance with the provisions thereof;
  - (b) They have taken or intend to take all necessary measures to duly and effectively authorize the execution, delivery and performance of this Agreement and all other instruments related to the transaction hereunder without infringement of any related law, regulation and government regulation, or the legal rights and interests of any third party;



- (c) The performance of this Agreement or the obligations provided herein may not: (i) violate any related laws and regulations in China; (ii) conflict with the articles of association or other organizational documents; (iii) violate or constitute a default under any agreement or instrument to which they are a party or that binds upon them; (iv) violate any condition for the grant and/or continued effectiveness of any permit or approval granted to them; or (v) cause any permit or approval granted to them to be suspended, canceled or attached with additional conditions.

4.2 The Selling Party hereby represent and warrant as follows to The Buyer Party:

- (a) The Selling Party legally and effectively holds in total 100% of Target Company stock right and the acquisition and holding of such Target Stock Right do not violate any laws, regulations and government regulations or infringe the legal rights and interests of any third party;
- (b) Target Company, as an enterprise duly organized and validly existing in China in accordance with laws in China, has full legal capacity and therefore has the right to own, dispose of and operate its assets and business and carry out the business in progress or planned to be conducted. Target Company has obtained all the permits, licenses or other approvals, examinations, filling and registration procedures required for conducting all the businesses set out in its business license;

- (c) Target Company has not violated any related laws, regulations or government regulations since its establishment;
- (d) The Target Stock Right of Target Company that held by The Selling Party is free from security interests or other rights of any third party, except for the pledge created on The Selling Party's Target Stock Price for The Buyer Party;
- (e) We do not withhold any instrument or information that may influence The Buyer Party's decision on concluding this Agreement or that is related to Target Company or its business;
- (f) Currently, there is no existing, pending or threatened litigation, arbitration or administrative proceedings related to the Target Stock Price, Target Company's assets or Party C itself; and

Until the equity transfer is completed, the seller will not authorize or agree in any way to the target company to increase any new equity other than the target equity, nor will it contribute to the registered capital or shareholder structure of the target company. Make any form of change.

## **5. Effectiveness and Validity Period**

This Agreement shall be executed and come into effect on the date indicated on the first page of this Agreement.

## **6. Dispute Resolution**

When a dispute related to the interpretation and performance of the provisions herein arise between both Parties, both Parties shall settle it through bona fide consultation. In the event that the Parties fail to reach an agreement on the settlement of a dispute within thirty (30) months after a Party requires settling it through negotiation, any of the Parties may submit the dispute to the China International Economic and Trade Arbitration Commission for arbitration in accordance with its rules of arbitration then in effect. The arbitration shall be carried out in Chinese in Beijing and the arbitration award shall be final and binding upon the Parties. The losing Party shall bear the costs of arbitration, including reasonable legal fees. In the course of the settlement of a dispute, the parties shall continue to perform this Agreement in all aspects other than the issue at issue.

## **7. Applicable Law**

The conclusion, validity, enforcement of this Agreement shall be governed by laws in China.

## **8. Modification and Supplement to this Agreement**

Any modification and supplement to this Contract may be made through a written instrument by both Parties. Any appendix to this Agreement constitutes an integral part of this Agreement and shall have the same legal effect as this Agreement.

## **9. Severability of this Agreement**

Should any provision under this Agreement is invalid or unenforceable due to any discrepancy between such provisions and related laws, such provisions shall only be invalid or unenforceable under governing laws and shall not affect the legal effect of other provisions herein.

## **10. Appendix to This Agreement**

Any appendix to this Agreement constitutes an integral part of this Agreement and shall have the same legal effect as this Agreement.

## **11. Miscellaneous**

- 11.1 This Agreement is written in Chinese and is executed in four counterparts. The Buyer Party, Mr. Wang Maoji and Mr. Wu Anyong each held one copy and the target company held one copy.
- 11.2 If The Buyer Party designates any third party to exercise the option, The Buyer Party mentioned herein shall refer to The Buyer Party and (or) the third party it designates.

[No text below on this page]

[No text on this page and this page is the execution page of the Target Stock Price Transfer Agreement.]

The Buyer Party: PDN (China) International Culture Development Co., Ltd.

Authorized representative: \_\_\_\_\_

The Selling Party:

Wang Maoji

Wu Anyong

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**Exhibit 4.14 Intellectual Property Licensing Agreement, dated as of November 16, 2017 between PDN (China) International Culture Development Co., Ltd. and Jiangxi PDN Culture & Media Co., Ltd.**

Authorizing Person (Party A) : Professional Diversity Network(China) International Culture Development Co. Ltd.

Address: Rm.1709/1710, Zhukong INT Center, Huaqiang Rd, Tianhe District, GZ City,Guangdong Province,China

Legal representative: Wang Maoji

Authorized Person (Party B) : Jiangxi PDN Culture & Media Co. Ltd.

Address: #607&609, Jingda Sunshinacity,Qingyuan District, Ji'an City, Jiangxi Province,China

Legal representative: Wang Maoji

Party A holds a series of (trademarks, patents, propriety technology ect. )and other intellectual property rights, and now Party A plans to license Party B to use the trademarks, patents, domain names, copyrights, know-hows, business secrets, other technologies and intellectual property rights that are legally obtained by Party A or over which Party A is granted the right to sub-license.

In accordance with provisions of the *Contract Law of the People's Republic of China* , the *Patent Law of the People's Republic of China*, the *Trademark Law of the People's Republic of China* and other relevant laws and regulations, the following agreements with respect to the above-mentioned licensing of intellectual property rights have been reached by the two Parties through friendly consultations for joint compliance.

**I. Licensing of intellectual property rights**

For the purpose of the <Agreement on Exclusive Technical Support, Consultation and Services> entered into by and between Party A and Party B on November 16,2017, Party A agrees to license Party B to use all of the trademarks, patents, domain names, copy rights, know-how , business secrets and other technologies that are legally obtained by Party A or over which Party A is granted the right to non-exclusive licence which are necessary for Party B's operation,and Party B agrees to accept the licence from Party A. Party B shall not grant the sub-license or transfer the licence to any third party.

Specifically, the aforesaid intellectual property rights are listed in Appendix 1, and may be expanded according to the performance of the <Agreement on Exclusive Technical Support, Consultation and Services> entered into by and between Party A and Party B, and the expanded items will become part of the Appendix 1 of this agreement automatically, and shall be updated in written form in a timely manner.

**II. Scope of license**

(II) Geographical region: Within the territory of the People's Republic of China.

(III) Nature of licensing: Non-exclusive licensing. In addition, Party A, in any time, revocably license Party B to use the intellectual property rights within the term, geographical region specified herein.

### **III. Term of licensing**

The term within which Party A licenses Party B to use the intellectual property rights shall be the term of the Agreement on Exclusive Technical Support, Consultation and Services entered into by and between Party A and Party B.

Party B shall pay Party A service fee according to the the Agreement on Exclusive Technical Support, Consultation and Services signed by both Parties.

### **IV. Use fees**

This Intellectual Property Licensing Agreement shall be regarded as part of the service involved in the <Agreement on Exclusive Technical Support, Consultation and Services>.

### **V. Rights and obligations of Party A**

(I) Party A represents and warrants that the intellectual property rights that Party B is licensed to use are without any faults and do not infringe upon rights of any third party in the countries and regions where they are registered.

(II) Pursuant to the applicable law, Party A shall, in a timely manner, renew registration of the intellectual property rights (if necessary) and bear expenses arising therefrom. At the request of Party B, Party A shall provide a duplicate of the receipt for such expenses. Party A shall ensure that the intellectual property rights will not be announced invalid.

(III) Party A shall assist Party B in preventing, fighting against and stopping any infringement with respect to the intellectual property rights.

### **VI. Rights and obligations of Party B**

(I) Party B is not entitled to claim any rights over the intellectual property rights that it is licensed to use and shall not affect the intellectual property rights and relevant licensing of the rights holders.

(II) Without written consent of Party A, Party B shall not transfer to any other party the intellectual property rights it is licensed to use or sub-license any other party to use the intellectual property rights.

(III) Party B will not obtain any intellectual property rights or related rights in the form of application, being licensed etc. Any intellectual property rights or related rights incurred in Party B's operation shall be owned by Party A. Any intellectual property rights or related rights necessary for Party B's operation shall be licensed to use only by Party A.

(IV) Party B shall actively protect and increase the value of the intellectual property rights within the scope of license. Any technological achievements arising from Party B's improvement on the intellectual property shall be enjoyed by Party A .

## **VII. Confidentiality**

(I) The Parties warrant to keep confidential any trade secrets obtained from the other parties and unavailable through any public channels (i.e. technological information, operating information and other trade secrets). Without consent of the original provider of any trade secrets, none of the Parties may disclose the trade secrets, in whole or in part, to any third party, unless otherwise provided by laws and regulations or agreed upon by the Parties.

(II) Parties bearing the obligations under this Article also include any party working under an employment contract for Party A and Party B, as well as any individual or entity serving Party A and Party B under a temporary employment agreement, an oral agreement or a services agreement or in any other form ("Staff"). Party A and Party B shall respectively bear the liability for any failure to fulfill the confidentiality obligations by any of their Staff.

(III) Provisions of this Article shall remain effective upon expiration of the term of this Agreement.

## **VIII. Liability for breach**

(I) Any party in breach of this Agreement shall make rectification forthwith and try its best to reduce losses suffered by the other parties as a result of its breach.

(II) Apart from immediately ceasing its breach, the defaulting party shall compensate the non-defaulting parties for all losses they suffer as a result of the breach (including but not limited to arbitration costs and lawyer fees).

## **IX. Force majeure**

(I) "Force majeure" refers to all events that arise after this Agreement comes into effect and prevent any of the Parties from performing this Agreement. Moreover, such events shall be uncontrollable, unpredictable, unavoidable or insuperable by such party. Such events include earthquakes, typhoons, floods, fires, wars and any other unpredictable, unpreventable, or uncontrollable event.

(II) In the event of any force majeure event, performance of the obligations hereunder by any of the Parties that is affected shall be suspended during the delay thereby incurred, and shall be postponed automatically for a period equal to the suspension period, in which case the party being affected need not pay any fines.

(III) The party claiming that a force majeure event has occurred shall promptly notify the other parties in writing of the same and shall provide sufficient evidence proving the occurrence and duration of the event within fifteen (15) days thereafter. The party claiming that a force majeure event has occurred shall make all reasonable efforts to terminate or stop further occurrence of losses caused by the event. In the event of any force majeure, the Parties shall forthwith look for an equal solution through consultations and make all reasonable efforts to reduce the consequences brought by the force majeure.



## **X. Effectiveness**

This Agreement becomes effective on the date of signature and company seal of Party A.

In order to fulfill the right and interest and obligation hereunder, both parties may take further measures and execute all necessary contracts and documents pursuant to the requirements of relevant applicable laws to implement this Agreement, including but not limited to execute the contracts such as <Trademarks or Trade Names Licensing Contract>, <Technology and Know-how Licensing Contract>, which shall be registered and filed in the relevant departments in accordance with stipulations of applicable law.

## **XI. Notice**

All notice and the documents of both Parties and the notice and request to be delivered relating to the Agreement hereunder shall be made in writing and shall be sent by personal delivery, registered mail, postage-prepaid mail, express delivery services, email or fax etc. accepted to the following address of another party hereto. The date of service of notice shall be confirmed in the form as following: (1) the notice delivered by the specialist in person shall be deemed as effective service the same day; (2) the notice delivered by express shall be deemed as effective service the third(3) day after it has been sent by the qualified express companies; (3) the notice delivered by registered mail shall be deemed as effective service the third(3) day after the issuance of the receipt made by the post office; (4) the notice delivered by email or fax shall be deemed as effective service the first(1) day upon the delivery was made.

Party A: PDN(China)International Culture Development Co.,Ltd.

Add: Rm.1709/1710, No.1, Huaqiang Rd, Tianhe District, GZ City, Guangdong Province, China

Party B: Jiangxi PDN Culture Media Co.,Ltd.

Add: Rm607,609, No.29 Jingda Yangguang City, Qingyuan District, Ji'an City, Jiangxi Province, China

(I) All notices sent for the purpose of this Agreement, documents and correspondence amongst the Parties, notices and requirements with respect to this Agreement and other materials shall be made in writing and may be delivered by letter, facsimile or telegraph, in person or by any other means.

(II) In the event that any of the Parties changes its address for service or mailing address, it shall, within three (3) days following such change, notify the other parties in writing; otherwise the party shall be held liable for any liability arising therefrom.

## **XII. Applicable laws and dispute resolution**

(I) The execution, validity, performance, interpretation and dispute settlement of this Agreement shall be governed by and interpreted in accordance with laws of China.

(II) If there is any dispute about interpretation and performance of relevant clauses of both Parties hereunder, Both Parties shall settle the dispute in good faith through consultations. Where consultations fail, any of the Parties may submit the dispute to China International Economic and Trade Arbitration Commission for arbitration in accordance with the prevailing arbitration rules of the Commission. Arbitration shall take place in Beijing and in Chinese. The award of the arbitration shall be final and binding upon both Parties. This clause shall not be affected by termination or rescission of this Agreement.

(III) The Parties shall continue performance of their respective obligations specified herein in good faith, with the exception of the matters under dispute.

### **XIII. Miscellaneous**

(I) Any amendment or supplementation to this Agreement shall be made in writing and come into effect upon execution by both Parties.

(II) Any delay in exercising or failure to exercise, on the part of any of the Parties, any of its rights, powers or privileges hereunder shall not be deemed as a waiver of such right, power or privilege by such party. The single or partial exercise of any right, power or privilege hereunder by any of the Parties shall not preclude any further exercise thereof by such party in the future.

(III) This Agreement is made in Chinese in duplicate, with both Parties respectively holding one (1) counterpart. Each counterpart shall have the same legal effect.

(The remainder of this page is intentionally left blank.)

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Party A (stamp): Professional Diversity Network(China) International Culture Development Co. Ltd.

Authorized representative's signature:

Date: Nov. 16, 2017

Party B(stamp): Jiangxi PDN Culture Media Co. Ltd.








Authorized representative's signature:

Date: Nov. 16, 2017

**Appendix 1**

**Licensing Intellectual Property Right**

**Trademark:**

<b>No.</b>	<b>Application No.</b>	<b>Classification</b>	<b>Trademark</b>
1	23965948	3	
2	23966335	9	
3	23966409	14	
4	23966511	16	
5	24011441	18	
6	24011653	25	
7	24012638	35	

8 24013148 41



9 24012812 44



10 24012881 45



11 23966137 3

□□□□

(Sky Flying Goddess)

12 23966295 9

□□□□

(Sky Flying Goddess)

13 23966509 14

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(Sky Flying Goddess)

14 23966559 16

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(Sky Flying Goddess)

15 24011965 18

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(Sky Flying Goddess)

16 24013042 35

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20 26497151 9 □□  
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21 26497159 35 □□  
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**Professional Diversity Network, Inc.****Subsidiaries  
As of March 30, 2018**

<u>Subsidiary</u>	<u>Jurisdiction of Incorporation or Formation</u>
NAPW, Inc.	Delaware
Noble Voice LLC	Delaware
Compliant Lead LLC	Delaware
PDN (Hong Kong) International Education Ltd	Hong Kong
PDN(Hong Kong)International Education Information Co., Ltd	Hong Kong
PDN (China) International Culture Development Co. Ltd.	People's Republic of China

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INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statement of Professional Diversity Network, Inc. on Form S-1 (File No. 333-215388), Forms S-8 (File Nos. 333-211382 and 333-203156) and on Form S-3 (File No. 333-201341) of our report dated March 30, 2018, with respect to our audits of the consolidated financial statements of Professional Diversity Network, Inc. and Subsidiaries as of December 31, 2017 and 2016 and for the years ended December 31, 2017 and 2016, which report is included in this Annual Report on Form 10-K of Professional Diversity Network, Inc. for the year ended December 31, 2017.

/s/ Marcum llp

Marcum llp  
Melville, NY  
March 30, 2018

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## CERTIFICATIONS

I, Maoji (Michael) Wang , certify that:

1. I have reviewed this annual report on Form 10-K of Professional Diversity Network, 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 registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: March 30, 2018

/s/ Maoji (Michael) Wang  
Maoji (Michael) Wang  
Chief Executive Officer  
(Principal Executive Officer)

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## CERTIFICATIONS

I, Jiangping (Gary) Xiao, certify that:

1. I have reviewed this annual report on Form 10-K of Professional Diversity Network, 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 registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: March 30, 2018

/s/ Jiangping (Gary) Xiao  
Jiangping (Gary) Xiao  
Chief Financial Officer  
(Principal Financial Officer)

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CERTIFICATION PURSUANT TO 18  
U.S.C. SECTION 1350

In connection with the Annual Report of Professional Diversity Network, Inc. (the “registrant”) on Form 10-K for the fiscal year ended December 31, 2017, as filed with the Securities and Exchange Commission on the date hereof (the “report”), we, Maoji (Michael) Wang and Jiangping (Gary) Xiao, Chief Executive Officer and Chief Financial Officer, respectively, of the registrant, certify, pursuant to 18 U.S.C. § 1350, that to our knowledge:

- (1) The report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

Dated: March 30, 2018

/s/ Maoji (Michael) Wang

Maoji (Michael) Wang  
Chief Executive Officer

/s/ Jiangping (Gary) Xiao

Jiangping (Gary) Xiao  
Chief Financial Officer

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