**«[#setting»SERIES A PREFERRED SHARES PURCHASE AGREEMENT**

THIS SERIES A PREFERRED SHARES PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of [] by and among:«[#assign»«[#list»«[#if»«[#assign»«[/#if]»«[/#list]»

1. «${agreement.p1FinancingBody[», an exempted company with limited liability organized and existing under the laws of the «${agreement.p1FinancingBody[» (the “**Company**”);«[#if»
2. «${agreement.p1HongKongCompany[», a company organized and existing under the laws of Hong Kong (the “**HK Co.**”);«[/#if]»«[#if»
3. «${agreement.p1WfoeAndDomesticCompany[» («${agreement.p1WfoeAndDomesticCompany[»), a wholly foreign-owned enterprise organized and existing under the laws of the People’s Republic of China (the “**PRC**”) (the “**WFOE**”);«[/#if]»«[#if»
4. «${agreement.p1ContractorDomesticList[0][» («${agreement.p1ContractorDomesticList[0][»), a limited liability company organized and existing under the laws of PRC (the “**PRC Affiliate**”);«[#elseif»
5. «[#list»«${dome[» («${dome[»), a limited liability company organized and existing under the laws of PRC (the “**«${dome[»**”«[#if»); «[#else]», «[/#if]»«[/#list]»together with «[#list»«[#if»«${dome[»«[/#if]»«[#if», «[#elseif» and «[/#if]»«[/#list]», the “**PRC Affiliates**”);«[/#if]»«[#if»
6. «[#if»Each of the entity or entities as set forth in Schedule 1-1 attached hereto (the “**BVI Companies**” and each, a “**BVI Company**”)«[#else]»«[#list»«[#if»«${bvi[»«[/#if]»«[/#list]», a company organized and existing under the laws of the British Virgin Islands (the “**BVI Company**”)«[/#if]».«[/#if]»
7. «[#if»Each of the persons as set forth in «[#if»Schedule 1-2«[#else]»Schedule 1«[/#if]» attached hereto (the “**Founders**” and each, a “**Founder**”)«[#else]»The person as set forth in «[#if»Schedule 1-2«[#else]»Schedule 1«[/#if]» attached hereto (the “**Founder**”)«[/#if]»; and
8. «[#if»Each of the entity or entities as set forth in Schedule 2 attached hereto (collectively, the “**Investors**”, and each, an “**Investor**”)«[#else]»The entity as set forth in Schedule 2 attached hereto (the “**Investor**”)«[/#if]».

The Company, «[#if»the HK Co.«[#else]»the HK Co. (as defined below)«[/#if]», «[#if»the WFOE«[#else]»the WFOE (as defined below)«[/#if]» and the PRC Affiliate«[#if»s«[/#if]» are referred to collectively herein as the “**Group Companies**”, and each a “**Group Company**”. The WFOE and the PRC Affiliate«[#if»s«[/#if]» are referred to collectively herein as the “**PRC Companies**”, and each a “**PRC Company**”.

**RECITALS**

A. The Company desires to issue and sell to the Investor«[#if»s«[/#if]», and the «[#if»Investors desire«[#else]»Investor desires«[/#if]» to purchase from the Company certain number of preferred shares on the terms and conditions set forth in this Agreement;

B. The Group Companies are engaged in the business of «${agreement.p1GroupCompany[» (the “**Business**”)«[#if»;

C. The Company will, prior to the Closing, establish a company wholly owned by the Company in Hong Kong (the “**HK Co**.”), and the HK Co. will, prior to the Closing, establish a wholly foreign owned enterprise owned by HK Co. in the PRC (the “**WFOE**”)«[/#if]».

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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**AGREEMENT TO PURCHASE AND SELL SHARES**

## Agreement to Purchase and Sell Purchased Shares.

Subject to the terms and conditions set forth herein, the Company agrees to issue and sell to «[#if»each Investor«[#else]»the Investor«[/#if]», and «[#if»each Investor«[#else]»the Investor«[/#if]» shall, severally and not jointly, purchase from the Company that number of Series A Preferred Shares (as defined in Section 3.02) (the “**Purchased Shares**”) as set forth opposite «[#if»such Investor’s«[#else]»the Investor’s«[/#if]» name on Schedule 2, at the aggregate purchase price set forth opposite «[#if»such Investor’s«[#else]»the Investor’s«[/#if]» name in Schedule 2 (the “**Purchase Price**”) upon the Closing (as defined in the Section 2.01 below), and having the rights, privileges and restrictions as set forth in the Amended and Restated Memorandum and Articles of Association of the Company attached hereto as Exhibit A (the “**Restated Articles**”), the subscriptions details are attached hereto as Schedule 2. The ordinary shares of the Company issuable upon conversion of the Purchased Shares will be hereinafter referred to as the “**Conversion Shares**”.«[#assign»«[#list»«[#if»«[#assign»«[#if»«[#assign»«[/#if]»«[/#if]»«[/#list]»

## Transfer of Funds.

«[#if»Each Investor«[#else]»The Investor«[/#if]» shall pay its Purchase Price by wire transfer of United States dollars in immediately available funds to a designated account of the Company at the Closing, provided that the Company shall deliver wire transfer instructions to «[#if»such Investor«[#else]»the Investor«[/#if]» at least ten (10) business days (defined as any day other than a Saturday or Sunday on which banks are ordinarily open for business in «${agreement.p1FinancingBody[», New York City and in Hong Kong) prior to the Closing (as defined in Section 2.01)«[#if», and/or by conversion of loan as contemplated under the [loan agreement] by and among [ ], the [ ] and [ ] dated as of [ ] (the “**Loan Agreement**”), as applicable«[/#if]».

## Post-Investment Capitalization Structure.

Following the issue and sale of the Purchased Shares, the post-investment capitalization structure of the Company shall be as set forth in Schedule 3-2.

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**CLOSINGS; DELIVERY**



## Closing.

The sale of the Purchased Shares shall take place remotely via the exchange of documents and signatures as soon as practicable after all the closing conditions as set forth in Article VI and Article VII hereof have been satisfied or waived (other than those conditions to be satisfied at the Closing, but subject to the satisfaction or waiver thereof at the Closing), or at such other time and place as the Company and the Investor«[#if»s«[/#if]» may mutually agree in writing (the “**Closing**”, and the date for Closing is defined as the “**Closing Date**”).

## Delivery.

At the Closing, in addition to any items the delivery of which is made an express condition to «[#if»each Investor’s«[#else]»the Investor’s«[/#if]» obligations at the Closing pursuant to Article VI, the Company shall deliver to «[#if»each Investor«[#else]»the Investor«[/#if]» (i) a copy of updated register of members of the Company showing «[#if»such Investor«[#else]»the Investor«[/#if]» as the holder of Purchased Shares purchased by «[#if»such Investor«[#else]»the Investor«[/#if]» hereunder, certified by the registered agent of the Company«[#if», (ii) a copy of updated register of directors of the Company, showing the appointment of the director nominated by «[#list»«${aod.investorName}»«[#if», «[#elseif» and «[/#if]»«[/#list]», certified by the registered agent of the Company«[/#if]»«[#if», «[#if»(iii)«[#else]»(ii)«[/#if]» a copy of updated register of directors of the HK Co., showing the appointment of the director nominated by «[#list»«${aod.investorName}»«[#if», «[#elseif» and «[/#if]»«[/#list]», certified by the registered agent of the HK Co«[/#if]» and «[#if»(iiii)«[#elseif»(iii)«[#else]»(ii)«[/#if]» a duly issued share certificate or certificates to «[#if»each Investor«[#else]»the Investor«[/#if]» representing the Purchased Shares purchased by «[#if»such Investor«[#else]»the Investor«[/#if]» issued in the name of «[#if»such Investor«[#else]»the Investor«[/#if]», duly signed and sealed for and on behalf of the Company.«[#if»

## Several and Not Joint Obligations.

«[#if»Each Investor’s«[#else]»The Investor’s«[/#if]» obligations under this Agreement are several and not joint.«[/#if]»

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**REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES**

«[#list»«[#if»«${rae?cap\_first}»«[#else]»«${rae}»«[/#if]»«[#if», «[#elseif» and «[/#if]»«[/#list]» (collectively, the “**Seller Parties**” and individually, a “**Seller Party**”) hereby jointly and severally represent and warrant to the Investor«[#if»s«[/#if]», subject to the disclosures set forth in the Disclosure Schedule (the “**Disclosure Schedule**”) attached to this Agreement as Exhibit B (which Disclosure Schedule shall be deemed to be representations and warranties to «[#if»such Investors«[#else]»the Investor«[/#if]»), as of the date hereof, as follows.



## Organization, Standing and Qualification.

Each Group Company is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under, and by virtue of, the laws of the place of its incorporation or establishment and has all requisite power and authority to own its properties and assets and to carry on its business as now conducted and as proposed to be conducted, and to perform each of its obligations hereunder and under any agreement contemplated hereunder to which it is a party. Each Group Company is qualified to do business and is in good standing (or equivalent status in the relevant jurisdiction) in each jurisdiction where failure to be so qualified would have a material adverse effect on the condition (financial or otherwise), assets relating to, or results of operation of or business (as presently conducted and proposed to be conducted) of any Group Company (a “**Material Adverse Effect**”).

## Capitalization.

The authorized share capital of the Company consists of the following:

### Ordinary Shares. Immediately prior to the Closing, a total of [«${agreement[»] authorized ordinary shares, par value US$ [«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] per share, of the Company (the “**Ordinary Shares**”), of which [«${agreement.p1FinancingBody[»] shares are issued and outstanding.

### Preferred Shares. Immediately prior to the Closing, «[#if»a total of [«${agreement.p1PsList[0].PSNum}»] authorized «${agreement.p1PsList[0].PSType}», par value US$ [«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] per share, of the Company, of which none was issued and outstanding (the “**«${agreement.p1PsObj[»**” or “**Preferred Shares**”).«[#else]»«[#list»a total of [«${ps.PSNum}»] authorized «${ps.PSType}», par value US$ [«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] per share, of the Company, of which none was issued and outstanding (the “**«${ps.PSTypeAbbr}»**”«[#if»);«[#else]»,«[/#if]»«[/#list]» together with the «[#list»«[#if»«${ps.PSTypeAbbr}»«[/#if]»«[#if», «[#elseif» and «[/#if]»«[/#list]», the “**«${agreement.p1PsObj[»**” or “**Preferred Shares**”).«[/#if]»

### Options, Reserved Shares. The Company has reserved enough Ordinary Shares for issuance upon the conversion of Preferred Shares. Except for (i) the conversion privileges of the Preferred Shares, (ii) the Ordinary Shares reserved for issuance to employees pursuant to the ESOP (defined below) and (iii) the preemptive rights provided in the Shareholders Agreement to be entered into at the Closing and attached hereto as Exhibit C (the “**Shareholders Agreement**”), there are no options, warrants, conversion privileges, agreements or rights of any kind with respect to the issuance or purchase of the shares of the Company. Apart from the exceptions noted in this Section 3.02(c) and the Shareholders Agreement, no shares (including the Purchased Shares and Conversion Shares) of the Company’s outstanding share capital, or shares issuable upon exercise or exchange of any outstanding options or other shares issuable by the Company, are subject to any preemptive rights, rights of first refusal or other rights of any kind to purchase such shares (whether in favor of the Company or any other person).

### Outstanding Security Holders. A complete and current list of all shareholders, option holders and other security holders of the Company as of the date hereof and as of the Closing Date indicating the type and number of shares, options or other securities held by each such shareholder, option holder or other security holder is set forth in Section 3.02(d) of the Disclosure Schedule.

### No share plan, share purchase, share option or other agreement or understanding between the Company and any holder of any securities or rights exercisable or convertible for securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of the occurrence of any event.

## Subsidiaries; Group Structure.

### Except for (i) the HK Co., one hundred percent (100%) of the equity interest of which are owned by the Company, (ii) the WFOE, one hundred percent (100%) of the equity interest of which are owned by the HK Co., «[#if»(iii) the PRC Affiliate«[#if»s«[/#if]», of which «${agreement[» («${agreement[»%) of the equity interest are owned by the Founder«[#if»s«[/#if]»,«[#else]»«[#list»(«${agreement.romanNumber[dome\_index+2]}») the «${dome.domesticCompanyNameAbbr}», of which «${dome[» («${dome[»%) of the equity interest are owned by the Founder«[#if»s«[/#if]», «[/#list]»«[/#if]»the Company does not presently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, association, or other entity. None of the PRC Companies has any subsidiaries, and neither own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, association or other entity, nor maintains any offices or branches or subsidiaries.

### Each of the PRC Companies shall possess all requisite approvals, permits and licenses for the conduct of the Business as currently conducted and proposed to be conducted and for the ownership and operation of its assets and property.

### Except for the Group Companies «[#if»and «[#if»the BVI Companies«[#else]»the BVI Company«[/#if]»«[/#if]», «[#if»each Founder«[#else]»the Founder«[/#if]»«[#if», «[#if»each BVI Company«[#else]»the BVI Company«[/#if]»«[/#if]» and each Group Company does not presently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, association, or other entity.

## Due Authorization.

All corporate action on the part of the Group Companies and, as applicable, their respective officers, directors and shareholders necessary for (i) the authorization, execution and delivery of, and the performance of the obligations of the Group Companies under this Agreement and the Shareholders Agreement, the Restricted Share Agreement (as defined in Section 6.10 below) and the various agreements, instruments or documents attached to or entered into in connection with this Agreement (collectively, “**Ancillary Agreements**”, and collectively with this Agreement, the Shareholders Agreement, the Restricted Share Agreement, the “**Transaction Documents**”), the Restated Articles, the certificate of incorporation or other equivalent corporate charter documents of any of the Group Companies (collectively with the Restated Articles, the “**Constitutional Documents**”) and (ii) the authorization, issuance, reservation for issuance and delivery of all of the Purchased Shares being sold under this Agreement and of the Conversion Shares has been taken or will be taken prior to the Closing. Each of the Transaction Documents and the Constitutional Documents is or will, upon its execution be a valid and binding obligation of each Group Company enforceable in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors’ rights generally and to general equitable principles.

## Valid Issuance of Purchased Shares.

### The Purchased Shares are, and Conversion Shares when issued, sold and delivered in accordance with the terms of this Agreement will be, duly and validly issued, fully paid and nonassessable.

### All currently outstanding capital shares of the Company are duly and validly issued, fully paid and nonassessable, and all outstanding shares, options, warrants and other securities of the Company and each other Group Company have been issued in full compliance with the requirements of all applicable securities laws and regulations including, to the extent applicable, the registration and prospectus delivery requirements of the United States Securities Act of 1933, as amended (the “**Act**”), or in compliance with applicable exemptions therefrom, and all other provisions of applicable securities laws and regulations, including, without limitation, anti‑fraud provisions.

## Liabilities.

Except as reflected in the Financial Statements (as defined in Section 3.15 below), no Group Company has any indebtedness for borrowed money that it has directly or indirectly created, incurred, assumed, or guaranteed, or with respect to which the Group Company has otherwise become directly or indirectly liable.

## Title to Properties and Assets.

Each Group Company has good and marketable title to its properties and assets held in each case subject to no mortgage, pledge, lien, encumbrance, security interest or charge of any kind. With respect to the property and assets it leases, each Group Company is in compliance with such leases and such Group Company holds valid leasehold interests in such assets free of any liens, encumbrances, security interests or claims of any party other than the lessors of such property and assets.

## Status of Proprietary Assets.

Each Group Company (i) has independently developed and owns free and clear of all claims, security interests, liens or other encumbrances, or (ii) has a valid right or license to use, all Proprietary Assets (as defined below), including without limitation all Registered Intellectual Property (as defined below), necessary and appropriate for the Business and without any conflict with or infringement of the rights of others. For purpose of this Agreement, (i) “**Proprietary Assets**” shall mean all patents, patent applications, trademarks, service marks, trade names, domain names, copyrights, copyright registrations and applications and all other rights corresponding thereto, inventions, databases and all rights therein, all computer software including all source code, object code, firmware, development tools, files, records and data, including all media on which any of the foregoing is stored, formulas, designs, business methods, trade secrets, confidential and proprietary information, proprietary rights, know‑how and processes, and all documentation related to any of the foregoing; and (ii) “**Registered Intellectual Property**” means all Proprietary Assets of any Group Company, wherever located, that is the subject of an application, certificate, filing, registration or other document issued by, filed with or recorded by any government authority.

Section 3.08 of the Disclosure Schedule contains a complete list of Proprietary Assets, including all Registered Intellectual Property or any intellectual property in process of registration, of each Group Company. There are no outstanding options, licenses, agreements or rights of any kind granted by any Group Company or any other party relating to any Group Company’s Proprietary Assets, nor is any Group Company bound by or a party to any options, licenses, agreements or rights of any kind with respect to the Proprietary Assets of any other person or entity. No Group Company has received any written communications alleging that it has violated or, by conducting its business as proposed, would violate any Proprietary Assets of any other person or entity, nor, to the best knowledge of the Seller Parties, is there any reasonable basis therefor. None of the current or former officers, employees or consultants of any Group Company (at the time of their employment or engagement by a Group Company) has been or is obligated under any agreement (including licenses, covenants or commitments of any nature) or other arrangement or undertaking of any kind, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his, her or its best efforts to promote the interests of such Group Company or that would conflict with the business of such Group Company as proposed to be conducted or that would prevent such officers, employees or consultants from assigning to such Group Company inventions conceived or reduced to practice in connection with services rendered to such Group Company. Neither the execution nor delivery of the Transaction Documents, nor the carrying on of the business of any Group Company by its directors, officers or employees, nor the conduct of the business of any Group Company as proposed, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such directors, officers or employees is now obligated. It will not be necessary to utilize any inventions of any of the Group Companies’ employees (or people the Group Companies currently intend to hire) made prior to or outside the scope of their employment by the relevant Group Company.

No government funding, facilities of any educational institution or research center, or funding from third parties has been used in the development of any Proprietary Assets of any Group Company. There shall have been no dispute on the confidentiality, non-competition or Proprietary Assets between «[#if»any Founder«[#else]»the Founder«[/#if]» or Key Employee (as defined below) and his or her former employers.

## Material Contracts and Obligations.

All agreements, contracts, leases, licenses, mortgages, indentures, instruments, commitments (oral or written), indebtedness, liabilities and other obligations to which each Group Company is a party or by which it or its assets is bound (each, a “**Group Company Contract**” and collectively, the “**Group Company Contracts**”) that (i) are material to the conduct and operations of its business and properties, (ii) involve any of the officers, consultants, directors, employees or shareholders of the Group Company; or (iii) obligate such Group Company to share, license or develop any product or technology are listed in Section 3.09 of the Disclosure Schedule and have been made available for inspection by the Investor«[#if»s«[/#if]» and their counsel. For purposes of this Section 3.09, “**material**” shall mean (i) having an aggregate value, cost or amount, or imposing liability or contingent liability on any Group Company, in excess of RMB 300,000 in the aggregate, or that extend for more than one year beyond the date of this Agreement, (ii) not terminable upon thirty (30) day notice without incurring any penalty or obligation, (iii) containing exclusivity, non-competition, or similar clauses that impair, restrict or impose conditions on any Group Company’s right to offer or sell products or services in specified areas, during specified periods, or otherwise, (iv) not in the ordinary course of business, (v) transferring or licensing any Proprietary Assets to or from any Group Company, or (vi) an agreement the termination of which would be reasonably likely to have a Material Adverse Effect. All of the Group Company Contracts are valid, binding and enforceable obligations of the parties thereto and the terms thereof have been complied with by the relevant Group Company and all the other parties thereto.

## Litigation.

There is no action, suit, proceeding, claim, arbitration or investigation (“**Action**”) pending or currently threatened against any of the Group Companies, any Group Company’s activities, properties or assets or against any officer, director or employee of each Group Company in connection with such officer’s, director’s or employee’s relationship with, or actions taken on behalf of any Group Company, or otherwise. To the best knowledge of the Seller Parties, there is no factual or legal basis for any such Action that is likely to result, individually or in the aggregate, in any Material Adverse Effect. By way of example, but not by way of limitation, there are no Actions pending against any of the Group Companies or threatened against any of the Group Companies, relating to the use by any employee of any Group Company of any information, technology or techniques allegedly proprietary to any of their former employers, clients or other parties. None of the Group Companies is a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality and there is no Action by any Group Company currently pending or which it intends to initiate.

## Compliance with Laws; Consents and Permits.

None of the Seller Parties nor any shareholders of the Company is or has been in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, including but not limited to the registration requirement for «[#if»each Founder’s«[#else]»the Founder’s«[/#if]» (indirect) investment in the Company under the Notice Regarding Certain Administrative Measures on Offshore Investment and Financing and Round-trip Investments by PRC Residents Through Special Purpose Vehicles by PRC Residents issued by the State Administration of Foreign Exchange (“**SAFE**”) on July 4, 2014 (the “**Circular 37**”) and any successor rule or regulation under PRC law (the “**SAFE Regulations**”). All consents, licenses, permits, approvals, orders, authorizations or registrations, qualifications, designations, declarations or filings by or with any governmental authority (the “**Permits**”) and any third party (collectively with the Permits, the “**Consents**”) which are required to be obtained or made by each Group Company in connection with the consummation of the transactions contemplated hereunder shall have been obtained or made prior to and shall be fully effective as of the Closing (if it occurs). Each Group Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business as currently conducted and as proposed to be conducted, the absence of which would be reasonably likely to have a Material Adverse Effect. None of the Group Companies is in default under any of such franchises, permits, licenses or other similar authority.

## Compliance with Other Instruments and Agreements.

None of the Group Companies is or has been in, nor shall the conduct of its business as currently or proposed to be conducted result in, violation, breach or default of any term of its Constitutional Documents of the respective Group Company, or in any material respect of any term or provision of Group Company Contract or of any provision of any judgment, decree, order, statute, rule or regulation applicable to or binding upon the Group Company. None of the activities, agreements, commitments or rights of any Group Company is ultra vires or invalid, or unauthorized. The execution, delivery and performance of and compliance with the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, will not result in any such violation, breach or default, or be in conflict with or constitute, with or without the passage of time or the giving of notice or both, either a default under any Group Company’s Constitutional Documents or any Group Company Contract, or a violation of any statutes, laws, regulations or orders, or an event which results in the creation of any lien, charge or encumbrance upon any asset of any Group Company.

## Registration Rights.

Except as provided in the Shareholders Agreement, no Seller Party has granted or agreed to grant any person or entity any registration rights (including piggyback registration rights) with respect to, nor is the Company obliged to list, any of the Company’s shares (or the shares of the PRC Companies) on any securities exchange. Except as contemplated under this Agreement, the Shareholders Agreement and the Restructuring Documents, there are no voting or similar agreements which relate to the share capital of the Company or any of the equity interests of the PRC Companies.

## Financial Advisor Fees.

There exists no agreement or understanding between any Group Company and any investment bank or other financial advisor under which such Group Company may owe any brokerage, placement or other fees relating to the offer or sale of the Purchased Shares.

## Financial Statements.

The management accounts of the Group Companies for the respective periods from their inception to [ ](the “**Financial Statements Date**”, and the management accounts and any notes thereto are hereinafter referred to as the “**Financial Statements**”) are (a) in accordance with the books and records of the applicable Group Company, (b) true, correct and complete and present fairly the financial condition of such Group Company at the date or dates therein indicated and the results of operations for the period or periods therein specified, and (c) have been prepared in accordance with PRC generally accepted accounting principles (“**PRC GAAP**”) applied on a consistent basis, except as to the unaudited consolidated financial statements, for the omission of notes thereto and normal year‑end audit adjustments. Specifically, but not by way of limitation, the respective balance sheets of the Financial Statements disclose all of the Group Companies’ respective debts, liabilities and obligations of any nature, whether due or to become due, as of their respective dates (including, without limitation, absolute liabilities, accrued liabilities, and contingent liabilities) to the extent such debts, liabilities and obligations are required to be disclosed in accordance with PRC GAAP. The Group Companies have good and marketable title to all assets set forth on the balance sheets of the respective Financial Statements, except for such assets as have been spent, sold or transferred in the ordinary course of business since their respective dates. None of the Group Companies is a guarantor or indemnitor of any indebtedness of any other person or entity. Each Group Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with generally accepted accounting principles as required in the jurisdiction where it is incorporated.

## Activities since Financial Statements Date.

Since the Financial Statements Date, with respect to each Group Company, there has not been:

### any change in the assets, liabilities, financial condition or operating results of the Group Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not been, in the aggregate, materially adverse;

### any material change in the contingent obligations of the Group Company by way of guarantee, endorsement, indemnity, warranty or otherwise;

### any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the assets, properties, financial condition, operating results, prospects or business of the Group Company (as presently conducted and as presently proposed to be conducted);

### any waiver by the Group Company of a valuable right or of a material debt;

### any satisfaction or discharge of any lien, claim or encumbrance or payment of any obligation by the Group Company, except such satisfaction, discharge or payment made in the ordinary course of business that would not have a Material Adverse Effect;

### any material change or amendment to a material contract or arrangement by which the Group Company or any of its assets or properties is bound or subject, except for changes or amendments which are expressly provided for or disclosed in this Agreement;

### any material change in any compensation arrangement or agreement with any present or prospective employee, contractor or director;

### any sale, assignment or transfer of any Proprietary Assets or other material intangible assets of the Group Company;

### any resignation or termination of any key officer or employee of the Group Company;

### any mortgage, pledge, transfer of a security interest in, or lien created by the Group Company, with respect to any of the Group Company’s properties or assets, except liens for taxes not yet due or payable;

### any debt, obligation, or liability incurred, assumed or guaranteed by the Group Company in excess of RMB 300,000 per annum or in excess of RMB 300,000 in the aggregate other than in the ordinary course of business;

### any declaration, setting aside or payment or other distribution in respect of any of the Group Company’s share capital, or any direct or indirect redemption, purchase or other acquisition of any of such share capital by the Group Company;

### any failure to conduct business in the ordinary course, consistent with the Group Company’s past practices;

### any transactions of any kind with any of its officers, directors or employees, or any members of their immediate families, or any entity controlled by any of such individuals;

### any other event or condition of any character which could reasonably be expected to have a Material Adverse Effect; or

### any agreement or commitment by the Group Company or any Seller Party to do any of the things described in this Section 3.16.

## Tax Matters.

The provisions for taxes in the respective Financial Statements are sufficient for the payment of all accrued and unpaid applicable taxes of the covered Group Company, whether or not assessed or disputed as of the date of each such balance sheet. There have been no examinations or audits of any tax returns or reports by any applicable governmental agency. Each Group Company has duly filed all tax returns required to have been filed by it and paid all taxes shown to be due on such returns. Each Group Company is not subject to any waivers of applicable statutes of limitations with respect to taxes for any year. Since the Financial Statements Date, none of the Group Companies has incurred any taxes, assessments or governmental charges other than in the ordinary course of business and each Group Company has made adequate provisions on its books of account for all taxes, assessments and governmental charges with respect to its business, properties and operations for such period. None of the Group Companies is or has ever been or expects to become a “Controlled Foreign Corporation (“**CFC**”)” or a “Passive Foreign Investment Company (“**PFIC**”)”, as such terms are defined in the Section 1297 of the United States Internal Revenue Code of 1986, as amended (the “**Code**”) for the current taxable year or any future taxable year.

## Interested Party Transactions.

Except as otherwise disclosed in Section 3.18 of the Disclosure Schedule, no Seller Party, officer or director of a Group Company or any “**Affiliate**” or “**Associate**” (as those terms are defined in Rule 405 promulgated under the Act) of any such person has any agreement (whether oral or written), understanding, proposed transaction with, or is indebted to, any Group Company, nor is any Group Company indebted (or committed to make loans or extend or guarantee credit) to any of such persons (other than for accrued salaries, reimbursable expenses or other standard employee benefits). No officer or director of a Seller Party has any direct or indirect ownership interest in, or any agreement or other arrangement or undertaking, whether oral or written, with, any firm or corporation with which a Group Company is affiliated or with which a Group Company has a business relationship, or any firm or corporation that competes with a Group Company. No Affiliate or Associate of any officer or director of a Seller Party is directly or indirectly interested in any contract with a Group Company. No officer or director of a Group Company or any Affiliate or Associate of any such person has had, either directly or indirectly, an interest in: (a) any person or entity which purchases from or sells, licenses or furnishes to a Group Company any goods, property, intellectual or other property rights or services; or (b) any contract or agreement to which a Group Company is a party or by which it may be bound or affected. There is no agreement between any shareholder of the Company with respect to the ownership or control of any Group Company.

## Environmental and Safety Laws.

None of the Group Companies is in violation of any applicable statute, law, or regulation relating to the environment or occupational health and safety and no material expenditures are or will be required in order to comply with any such existing statute, law or regulation.

## Employee Matters.

The Group Companies have complied in all material aspects with all applicable employment and labor laws. The Group Companies are not aware that any officer or Key Employee (as defined below) intends to terminate their employment with any Group Company, nor does any Group Company have a present intention to terminate the employment of any officer or Key Employee. Except as otherwise disclosed to the Investor«[#if»s«[/#if]» in Section 3.20 of the Disclosure Schedule, the Group Companies are not the party to or bound by any currently effective incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement.

## Exempt Offering.

The offer and sale of the Purchased Shares under this Agreement, and the issuance of the Conversion Shares upon conversion thereof are or shall be exempt from the registration requirements and prospectus delivery requirements of the Act, and from the registration or qualification requirements of any other applicable securities laws and regulations.

## No Other Business.

The Company was formed solely to acquire and hold an equity interest in the HK Co., and since its formation has not engaged in any business and has not incurred any liability in the course of its business of acquiring and holding its equity interest in the HK Co.. The HK Co. was formed solely to acquire and hold an equity interest in the WFOE, and since its formation has not engaged in any business and has not incurred any liability in the course of its business of acquiring and holding its equity interest in the WFOE. The WFOE and the PRC Affiliate«[#if»s«[/#if]» are engaged solely in the Business and have no other activities.

## Minute Books.

The minute books of each Group Company with regard to the material matters or material transactions since its time of formation have been made available to the Investor«[#if»s«[/#if]» and each such minute books contains a complete summary of all meetings and actions taken by directors and shareholders or owners of such Group Company, and reflects all transactions referred to in such minutes accurately in all material respects.

## Obligations of Management.

Each of the key employees identified in Section 3.24 of the Disclosure Schedule (the “**Key Employee**”) is currently devoting his or her full working time to the conduct of the Business of a Group Company or the Group Companies. No Seller Party is aware that any employee is planning to work less than full time at a Group Company in the future. None of such employees or «[#if»any Founder«[#else]»the Founder«[/#if]» is currently working for a competitive enterprise, whether or not such person is or will be compensated by such enterprise.

## Disclosure.

Each Seller Party has fully provided the Investor«[#if»s«[/#if]» with all the information that the «[#if»Investors have«[#else]»Investor has«[/#if]» requested for deciding whether to purchase the Purchased Shares and all information that each Seller Party reasonably believes is necessary or relevant to enable the Investor«[#if»s«[/#if]» to make an informed investment decision. No representation or warranty by any Seller Party in this Agreement and no information or materials provided by any Seller Party to the Investor«[#if»s«[/#if]» in connection with the negotiation or execution of this Agreement or any agreement contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they are made, not misleading. No financial forecasts or forward-looking statements in any business plans or other materials provided by any Seller Party to the «[#if»Investors have«[#else]»Investor has«[/#if]» been prepared based on unreasonable assumptions.

## Other Representations and Warranties Relating to the PRC Companies.

### The Constitutional Documents and all Consents necessary or appropriate for the PRC Companies are valid, have been duly approved or issued (as applicable) by competent PRC authorities or other applicable parties and are in full force and effect.

### All consents, approvals, authorizations or licenses required under PRC law for the due and proper establishment and operation of the PRC Companies have been duly obtained from the relevant PRC authorities and are in full force and effect.

### All filings and registrations with the PRC authorities required in respect of the PRC Companies and their operations, including but not limited to the registrations with the Ministry of Commerce, the State Administration of Industry and Commerce, the State Administration for Foreign Exchange, or their respective local counterparts, tax bureau, customs and other authorities, have been duly completed in accordance with the relevant rules and regulations.

### The registered capital of the PRC Affiliate«[#if»s«[/#if]» has been fully paid up in accordance with the schedule of payment stipulated in its respective articles of association, approval document, certificate of approval and legal person business license and in compliance with PRC Laws and regulations, and there is no outstanding capital contribution commitment. There are no claims of any kind against any of such equity interests by any third party. There are no outstanding rights, or commitments made by any Group Company or «[#if»any Founder«[#else]»the Founder«[/#if]» to sell any of its equity interest in the PRC Companies.

### None of the PRC Companies is in receipt of any letter or notice from any relevant authority notifying revocation of any permits or licenses issued to it for non­compliance or the need for compliance or remedial actions in respect of the activities carried out directly or indirectly by it.

### Each of the PRC Companies has been conducting and will conduct its business activities within the permitted scope of business or is otherwise operating its business in full compliance with all relevant legal requirements and with all requisite licenses, permits and approvals granted by competent PRC authorities.

### In respect of any Permits requisite for the conduct of any part of the Business of the PRC Companies which are subject to periodic renewal, no Seller Party has any reason to believe that such requisite renewals will not be timely granted by the relevant PRC authorities.

### The PRC Companies have complied with all applicable PRC labor laws and regulations in all material respects, including without limitation, laws and regulations pertaining to welfare funds, social benefits, medical benefits, insurance, retirement benefits, and pensions.

### Except for those as described in Section 3.11 of the Disclosure Schedule, all PRC regulatory and corporate authorizations and approvals, necessary or appropriate for the consummation of the transactions contemplated herein have been duly obtained, and such authorizations and approvals currently, or will be as of the Closing (if it occurs), valid and subsisting at PRC laws and in accordance with their respective terms.

## Insurance.

Each Group Company has in full force and effect automobile insurance policies and employee casualty insurance policies, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to receive adequate compensation for any of the losses that it may incur within the two categories cited above.

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**REPRESENTATIONS AND WARRANTIES OF THE INVESTOR«[#if»S«[/#if]»**

«[#if»Each Investor hereby severally and not jointly«[#else]» The Investor hereby«[/#if]» represents and warrants to the Company as follows:

## Authorization.

«[#if»Such Investor«[#else]»The Investor«[/#if]» has all requisite power, authority and capacity to enter into this Agreement, the Shareholders Agreement and the Restricted Share Agreement, and to perform its obligations under this Agreement, the Shareholders Agreement and the Restricted Share Agreement. This Agreement has been duly authorized, executed and delivered by «[#if»such Investor«[#else]»the Investor«[/#if]». This Agreement, the Shareholders Agreement and the Restricted Share Agreement, when executed and delivered by «[#if»such Investor«[#else]»the Investor«[/#if]», will constitute valid and legally binding obligations of «[#if»such Investor«[#else]»the Investor«[/#if]», subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors’ rights generally and to general equitable principles.

## Purchase for Own Account.

The Purchased Shares and the Conversion Shares will be acquired for «[#if»such Investor’s«[#else]»the Investor’s«[/#if]» own account, not as a nominee or agent, and not with a view to or in connection with the sale or distribution of any part thereof.

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**COVENANTS OF THE SELLER PARTIES**

Each of the Seller Parties covenants to the Investor«[#if»s«[/#if]» as follows:

## Use of Proceeds from the Sale of Purchased Shares.

The Company will use the proceeds from the issuance and sale of the Purchased Shares for business development, capital expenditure and working capital of the Company and its subsidiaries, save as otherwise stipulated in this Agreement. Unless otherwise agreed to in writing by the Board of Directors (as defined below) of the Company (including the affirmative vote of the director appointed by the Investor«[#if»s«[/#if]»), no proceeds from the sale of the Purchased Shares shall be used (i) in the purchase of any securities, (ii) in the investment of any other entities, (iii) in the payment of any debt of the Company or its subsidiaries, or (iv) in the repurchase or cancellation of securities held by any shareholders of the Company. ***[SH Note: 请律师确认此处是否需要添加偿还过桥贷款的表述]***

## Availability of Ordinary Shares.

The Company hereby covenants that at all times there shall be made available, free of any liens, for issuance and delivery upon conversion of the Purchased Shares such number of Ordinary Shares or other shares in the share capital of the Company as are from time to time issuable upon conversion of the Purchased Shares from time to time, and will take all steps necessary to increase its authorized share capital to provide for sufficient number of Ordinary Shares issuable upon conversion of the Purchased Shares.

## Business of the Company and the HK Co.

Except the business as approved by the Board (including the affirmative vote by the director appointed by the Investor«[#if»s«[/#if]»), the business of the Company shall be restricted to the holding of shares or equity interest in the HK Co.. The business of the HK Co. shall be restricted to the holding of shares or equity interest in the WFOE.

## Business of the WFOE and the PRC Affiliate«[#if»s«[/#if]».

Prior to entering into any new business other than those in the scope of the Business, each Seller Party shall use its best efforts and take all necessary actions to implement and carry out the new business plan subject to the approval of the Board (including the affirmative vote by the director appointed by the Investor«[#if»s«[/#if]»), including, without limitation, hiring employees, renting office space, employing legal and technical consultants and undertaking other customary business activities. From the Closing and until the new business plan is duly amended in accordance with all necessary procedures, the business of the Group Companies shall be limited to the Business.

## Use of «[#if»Investors’«[#else]»Investor’s«[/#if]» Name or Logo.

Without the prior written consent of «[#if»any Investor«[#else]»the Investor«[/#if]», and whether or not «[#if»such Investor«[#else]»the Investor«[/#if]» is then the shareholders of the Company, none of the Group Companies, their shareholders (excluding the Investor«[#if»s«[/#if]»), nor the Founder«[#if»s«[/#if]» shall use, publish or reproduce the names of «[#if»such Investor«[#else]»the Investor«[/#if]» or any similar names, trademarks or logos (including but not limited to “[ ]”, “[ ]”, “[ ]” and “[ ]”) in any of their marketing, advertising or promotion materials or otherwise for any marketing, advertising or promotional purposes, except for the fact of the equity investments and shareholding in the Group Companies by «[#if»such Investor«[#else]»the Investor«[/#if]» (and in any such case shall not disclose the aggregate or individual investment amounts, pricing or ownership percentage, or any of the term of the Transaction Documents).

## Equity Compensation.

The Company shall not directly or indirectly issue Ordinary Shares, share options or other forms of equity of the Company to employees, directors or consultants except in accordance with the employee equity compensation plans (the “**ESOP**”) approved either by the compensation committee of the Board of Directors of the Company (the “**Compensation Committee**”), the establishment of which shall be approved by the Board of Directors (including the affirmative vote by the director appointed by the Investor«[#if»s«[/#if]»), or in the event that the Compensation Committee has not been established, by the Board of Directors (including the affirmative vote by the directors appointed by the Investor«[#if»s«[/#if]»). Unless the Board of Directors of the Company resolves otherwise (including the affirmative vote by the director appointed by the Investor«[#if»s«[/#if]»), the employees’ restricted shares and stock options to be granted under any equity incentive plan shall vest pursuant to the following schedule: twenty-five percent (25%) of the total shares and options will vest on the first anniversary of the date that such employee’s employment or services with the Company (or its subsidiary or affiliates)/such issuance, with the remaining seventy-five percent (75%) to vest «${agreement.p1Loes.term}» in equal installments over the next three years. There shall be no accelerated vesting of any Ordinary Shares except if with the prior approval of the Compensation Committee, or in the event that the Compensation Committee has not been established, by the Board of Directors (including the affirmative vote by the director appointed by the Investor«[#if»s«[/#if]»), or the sale of all or substantially all of the assets of the Company, or the completion of Qualified IPO (as defined in the Shareholders Agreement).

## Employment Agreement and Confidentiality, Non-Competition and Intellectual Property Rights Agreement.

As soon as practical after the Closing, the Group Companies shall cause all of their respective current employees to enter into employment agreements and confidentiality, non-competition and intellectual property rights agreements in form and substance satisfactory to the Investor«[#if»s«[/#if]». The Group Companies shall further cause all of their respective future employees to enter into its standard form employment agreement and confidentiality, non-competition and intellectual property rights agreement in form and substance satisfactory to the Investor«[#if»s«[/#if]».

## Board of Directors.

The Company shall hold meetings of the board of directors (the “**Board**” or the “**Board of Directors**”) at least every three (3) months. Upon the request of the Investor«[#if»s«[/#if]», the board of directors of the Group Companies other than the Company, HK Co. and the PRC Affiliate«[#if»s«[/#if]» shall be constituted or re-constituted in a way so that each of the other Group Companies shall have the same number of directors as the Company, and the Investor«[#if»s«[/#if]» shall be entitled to appoint the same number of directors to such Group Company as it is entitled to appoint to the Company.

## Accrual Accounting.

As soon as practicable after Closing, the Group Companies shall establish and maintain the accounting policies and financial system in full compliance with all applicable laws and regulations and to «[#if»the Investors’«[#else]»the Investor’s«[/#if]» satisfaction.

## Tax Indemnity.

«[#if»Each Founder«[#else]»The Founder«[/#if]» hereby undertakes to pay to the Investor«[#if»s«[/#if]» an amount equal to the amount of any diminution in the value of the Purchased Shares, and to indemnify the Company against any and all losses, liabilities, damages, suits, obligations, judgments or settlements or any kind (including, without limitation, all reasonable legal costs, costs of recovery and other expenses incurred thereby), in each case resulting from any claim of taxation (including those resulting from cancellation or reclamation of tax benefits of any kind relating to the Group Companies) arising from an event that occurred or is deemed to have occurred prior to the Closing.

## Regulatory Compliance.

Each Seller Party shall comply with all applicable laws and regulations in the PRC in connection with the operations of the Group Companies. Each Seller Party shall use its best efforts to cause all shareholders of each Group Company, and any successor entity or controlled affiliate of any Group Company to, timely complete all required registrations and other procedures with applicable governmental authorities (including without limitation SAFE) as and when required by applicable laws and regulations. The Seller Parties shall ensure that, each entity described above and its respective shareholders are in compliance with such requirements and that there is no barrier to repatriation of profits, dividends and other distributions from the WFOE (or any successor entity) to the Company.

## Lock up.

Subject to the terms and conditions hereof, following the Qualified IPO (as defined in the Shareholders Agreement) of the Company«[#if», «[#else]» and «[/#if]»«[#if»the Founders«[#else]»the Founder«[/#if]»«[#if» and «[#if»the BVI Companies«[#else]»the BVI Company«[/#if]»«[/#if]», as the principal and management holder of Ordinary Shares shall be subject to any customary lock-up period to the extent requested by the lead underwriter of securities of the Company in connection with the registration relating to such initial public offering.

## Non-Compete.

«[#if»The Founders hereof acknowledge«[#else]»The Founder hereof acknowledges«[/#if]» that «[#if»the Investors agree«[#else]»the Investor agrees«[/#if]» to invest in the Company on the basis of the continued and exclusive services of and devotion and commitment by the Founder«[#if»s«[/#if]» to the Group Companies, and agree that the Investor«[#if»s«[/#if]» should have reasonable assurance of such basis of investment. «[#if»Each Founder«[#else]»The Founder«[/#if]» hereof irrevocably undertakes to the Investor«[#if»s«[/#if]» that neither «[#if»such Founder«[#else]»the Founder«[/#if]» nor any of his Associates (as defined below) will directly or indirectly:

### «[#if»during the period when «[#if»any Founder«[#else]»the Founder«[/#if]» holds (i) any direct or indirect equity interest in any Group Company or (ii) any office in any Group Company, whichever is later, and for a further period of twelve (12) months thereafter «[#else]»until the consummation of a Qualified IPO or the full redemption of all Purchased Shares held by the Investor«[#if»s«[/#if]» pursuant to the Restated Articles «[/#if]»(“**Restriction Period**”), participate, assist, be concerned with, engaged or interested in, any business or entity in any manner, directly or indirectly, which is in competition with the business carried on by any Group Company at any time during the Restriction Period;

### during the Restriction Period, solicit in any manner any person who is or has been during the Restriction Period a customer or client of any Group Company for the purpose of offering to such person any goods or services similar to or competing with any of the businesses conducted by any Group Company at any time during the Restriction Period;

### during the Restriction Period, solicit or entice away, or endeavour to solicit or entice away, any employee or officer of any Group Company;

### at any time disclose to any person, or use for any purpose, any information concerning the business, accounts, finance, transactions or intellectual property rights of any Group Company or any trade secrets or confidential information of or relating to any of the Group Companies.

For purpose of this Agreement, “**Associate**” means, in relation to an individual, his spouse, child or step-child, parents, grandparents, brothers and sisters, any person acting under his instructions (pursuant to an agreement or arrangement, formal or otherwise) and any person or entity controlled by him.

## No Engagement.

Until the first anniversary of a Qualified IPO, «[#if»each Founder«[#else]»the Founder«[/#if]» (i) shall devote all his professional time to attend the business of the Group Companies; (ii) shall not seek or engage in any other business or endeavors unless with prior written approval of the Investor«[#if»s«[/#if]»; and (iii) shall not resign from the Group Companies unless his resignation or alternative arrangement for such resignation is approved by the Investor«[#if»s«[/#if]».

## Additional Covenants.

Except as required by this Agreement, no resolution of the directors, owners, members, partners or shareholders of any of the Group Companies shall be passed, nor shall any contract or commitment be entered into, in each case, prior to the Closing without the prior written consent of the Investor«[#if»s«[/#if]», except that the Group Companies may carry on its respective business in the same manner as heretofore and may pass resolutions or enter into contracts for so long as they are effected in the ordinary course of business.

If at any time before the Closing, any of the Seller Parties comes to know of any material fact or event which:

### is in any way materially inconsistent with any of the representations and warranties given by each Seller Party, and/or

### suggests that any material fact warranted may not be as warranted or may be materially misleading, and/or

### might affect the willingness of a reasonable investor in making a prudent decision to purchase the Purchased Shares or the amount of consideration which the Investor«[#if»s«[/#if]» would be prepared to pay for the Purchased Shares, such Seller Party shall give immediate written notice thereof to the Investor«[#if»s«[/#if]» in which event the Investor«[#if»s«[/#if]» may within five (5) business days of receiving such notice terminate this Agreement by written notice without any penalty whatsoever and without prejudice to any rights that the «[#if»Investors may have«[#else]»Investor may have«[/#if]» under this Agreement or applicable law. If this Agreement is terminated in the event of (a) or (b) above, or in the event of (c) above when such fact or event is caused by the Company, each Seller Party shall jointly and severally indemnify the Investor«[#if»s«[/#if]» against all costs, charges and expenses incurred by it in connection with the negotiation, preparation and termination of the Transaction Documents.«[#if»

## File of Articles.

Within ten (10) business days following the Closing, the Restated Articles (in the form attached hereto as Exhibit A) together with the special or written shareholders resolution on approving its adoption shall have been duly filed with the Registrar of Companies in the Cayman Islands.«[/#if]»

## Exclusivity.

From the date hereof until the date that is ten (10) business days after the satisfaction or waiver of each condition to the Closing set forth in Article VI and VII (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), the Group Companies and «[#if»the Founders agree«[#else]»the Founder agrees«[/#if]» not to (i) discuss the sale of any securities of the Company with any third party, or (ii) to provide any information with respect to the Company to a third party in connection with a potential investment by such third party in any securities of the Company, or (iii) to close any equity financing transaction of any securities of the Company with any third party. Notwithstanding the above, this Section 5.17 shall terminate and be of no further force and effect immediately following the Closing Date.

## Equity Pledge Registration.

As soon as practicable after the Closing, and in any event within thirty (30) days after the Closing, each of PRC Companies and the Founder«[#if»s«[/#if]» shall use their best efforts to file with the relevant PRC administration for industry and commerce the pledge created on the equity interests of the PRC Affiliate«[#if»s«[/#if]» in accordance with the Restructuring Documents, and provide to the Investor«[#if»s«[/#if]» the written record evidencing such pledge registration satisfactory to the Investor«[#if»s«[/#if]».

## Employee Matters.

The PRC Companies shall comply with all applicable PRC labor laws and regulations in all material respects, including without limitation, laws and regulations pertaining to welfare funds, social benefits, medical benefits, insurance, retirement benefits, and pensions.

## Tax Matters.

The PRC Companies shall comply with all applicable PRC tax laws and regulations in all material respects, including without limitation, laws and regulations pertaining to income tax, value added tax and business tax.

## D&O Insurance.

Upon the request of «[#if»the applicable Investor«[#else]»the Investor«[/#if]», the Company shall obtain, at the cost no more than the average market price of such insurance, for the director nominated by the Investor«[#if»s«[/#if]» insurance against liability for negligence, default, breach of duty or breach of trust incurred in the course of discharging his or her duties as director or officer of the Company, including without limitation, director and officer liability insurance in an agreed insured amount.

## Permit and License.

As soon as practicable after the Closing, the Group Companies shall, and the Founder«[#if»s«[/#if]» shall cause the Group Companies to obtain all Permits necessary in full compliance with applicable laws for the conduct of their business as currently conducted and as proposed to be conducted.

## Foreign Exchange Compliance.

As soon as practicable after the Closing, to the extent required by SAFE Regulations, «[#if»each Founder«[#else]»the Founder«[/#if]» shall submit the application for amendment to their registration with SAFE as required under SAFE Regulations in respect of the financing of the Company contemplated hereunder, and shall deliver to the Investor«[#if»s«[/#if]» and their counsels’ satisfactory evidence for completion of such amendment registration.

## [ ]

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**CONDITIONS OF «[#if»INVESTORS’«[#else]»INVESTOR’S«[/#if]» OBLIGATIONS AT CLOSING**

The obligation of the Investor«[#if»s«[/#if]» to purchase the Purchased Shares at the Closing is subject to the fulfillment, to the satisfaction of the Investor«[#if»s«[/#if]» (or waiver thereof by the Investor«[#if»s«[/#if]») on or prior to the Closing Date, of the following conditions:

## Representations and Warranties True and Correct.

The representations and warranties made by the Seller Parties in Article III hereof shall be true and correct and complete when made, and shall be true and correct and complete as of the Closing Date with the same force and effect as if they had been made on and as of such date, subject to changes contemplated by this Agreement.

## Performance of Obligations.

Each Seller Party shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

## Proceedings and Documents.

All corporate and other proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall be satisfactory in substance and form to the Investor«[#if»s«[/#if]», and «[#if»the Investors«[#else]»the Investor«[/#if]» shall have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.

## Approvals, Consents and Waivers.

Each Group Company shall have obtained any and all approvals, consents and waivers necessary for consummation of the transactions contemplated by this Agreement, including, but not limited to, (i) all permits, authorizations, approvals, consents or permits of any governmental authority or regulatory body, and (ii) the waiver by the existing shareholders of the Company of any anti-dilution rights, rights of first refusal, preemptive rights and all similar rights in connection with the issuance of the Purchased Shares at the Closing.

## Compliance Certificate.

At the Closing, the Seller Parties shall deliver to the Investor«[#if»s«[/#if]» a compliance certificate, dated the date of the Closing, signed by the Seller Parties, certifying that the conditions specified in Article VI have been fulfilled and stating that there shall have been no material adverse change in the business, affairs, prospects, operations, properties, assets or conditions of the Group Companies since the date of this Agreement (in the form attached hereto as Exhibit D).

## Amendment to Constitutional Documents.

The Restated Articles (in the form attached hereto as Exhibit A) shall have been duly adopted by the Company by all necessary corporate actions of its Board of Directors and its shareholders.

## Register of Members.

The Investor«[#if»s«[/#if]» shall have received a copy of the Company’s register of members, certified by the registered agent of the Company as true and complete as of the date of the Closing, updated to show the Investor«[#if»s«[/#if]» as the holder of the Purchased Shares purchased by «[#if»such Investors«[#else]»the Investor«[/#if]» hereunder as of the Closing.«[#if»

## Appointment of Directors.

The Company's Restated Articles shall provide that the Board of Directors shall consist of [«${agreement.p1Aod.newBoard.totalNumber}»] directors, among which «[#list»[«${invester.investorAODNum}»] is appointed by «${invester.investorName}»«[#if»«[#if», «[#elseif» and «[/#if]»«[#else]».«[/#if]»«[/#list]»«[#if» The Board of Directors of «${agreement.p1Aod.HKAndDomesticAOD.AODStr}» shall have been constituted or re-constituted in a way so that «${agreement.p1Aod.HKAndDomesticAOD.AODStr}» shall have the same number of directors as the Company, and «[#list»«${invester.investorName}»«[#if», «[#else]» and «[/#if]»«[/#list]» shall be entitled to appoint the same number of directors to «${agreement.p1Aod.HKAndDomesticAOD.AODStr}» as it is entitled to appoint to the Company, and the written record evidencing the completion of the aforesaid re-constitution of such board of directors shall have been provided to the Investor«[#if»s«[/#if]» satisfactory to the Investor«[#if»s«[/#if]».«[/#if]»«[/#if]»

## Execution of Shareholders Agreement.

The Company shall have delivered to the Investor«[#if»s«[/#if]» the Shareholders Agreement (in the form attached hereto as Exhibit C), duly executed by the Company and all other parties thereto (except for the Investor«[#if»s«[/#if]»).

## Execution of Restricted Share Agreement.

The Company«[#if», the Founder«[#if»s«[/#if]», and «[#if»the BVI Companies«[#else]»the BVI Company«[/#if]»«[#else]» and the Founder«[#if»s«[/#if]»«[/#if]» shall have executed and delivered the restricted share agreement attached hereto as the Exhibit E (the “**Restricted Share Agreement**”), and «[#if»each of the Founders«[#else]»the Founder«[/#if]»«[#if» and «[#if»the BVI Companies«[#else]»the BVI Company«[/#if]»«[/#if]» shall have delivered his and/or its restricted shares into escrow in accordance with the Restricted Share Agreement.«[#if»

## Indemnification Agreements.

The Company shall have entered into an Indemnification Agreement with the director appointed by «[#list»«${aod.investorName}»«[#if», «[#elseif» and «[/#if]»«[/#list]» substantially in the form attached hereto as Exhibit F.«[/#if]»

## Management Rights Letters.

«[#if»Each of the Investors«[#else]»The Investor«[/#if]» shall have received from the Company a management rights letter in the form attached hereto as «[#if»Exhibit G«[#else]»Exhibit F«[/#if]» duly executed by the Company.

## Employment Agreement and Confidentiality, Non-Competition and Intellectual Property Rights Agreement.

«[#if»Each Founder and Key«[#else]»The Founder and each Key«[/#if]» Employee of the Group Companies shall have entered into an employment agreement, and a confidentiality, non-competition and intellectual property rights agreement with the applicable Group Company, each in the form attached hereto as «[#if»Exhibit H«[#else]»Exhibit G«[/#if]» and the Company shall have delivered to the Investor«[#if»s«[/#if]» copies of the same.

## Restructuring.

The Seller Parties shall (i) cause each of the agreements and documents set forth in «[#if»Exhibit I«[#else]»Exhibit H«[/#if]» hereto (the “**Restructuring Documents**”) to be entered into between the WFOE on the one hand, and the PRC Affiliate«[#if»s«[/#if]» and/or its respective equity interest holders on the other hand, and (ii) complete, or cause to be completed, all transactions contemplated and required to be completed on or prior to the Closing under the Restructuring Documents (such transactions, collectively, the “**Restructuring**”). The Restructuring shall have been completed, and the Restructuring Documents executed and delivered by the relevant parties, to the satisfaction of the Investor«[#if»s«[/#if]».

## Circular 37 Registrations.

Prior to the Closing, «[#if»each of the Founders«[#else]»the Founder«[/#if]» shall duly complete and obtain the foreign exchange initial registration with the competent local branch of the SAFE in respect of his direct and indirect record and beneficial ownership of any equity securities in the Company and each other Group Company as required under the applicable SAFE rules and regulations.«[#if»

## Opinions of Company’s Counsel.

The «[#if»Investors«[#else]»Investor«[/#if]» shall have received from «${agreement.p1FinancingBody[» and PRC counsel to the Group Companies, legal opinions dated the Closing Date, addressed to the Investor«[#if»s«[/#if]» in form and substance satisfactory to the Investor«[#if»s«[/#if]».«[/#if]»

## Good Standing.

The «[#if»Investors«[#else]»Investor«[/#if]» shall have received a certificate of good standing issued by the Registrar of Companies of the «${agreement.p1FinancingBody[» certifying that the Company was duly constituted, paid all required fees and is in good legal standing.

## Due Diligence.

The «[#if»Investors«[#else]»Investor«[/#if]» shall have completed their legal, financial and business due diligence investigation of the Group Companies to their satisfaction.

## Approval by Investment Committee.

The «[#if»Investors«[#else]»Investor«[/#if]» shall have received approvals, if required, by its investment committee for entering into the transactions contemplated hereunder.

## No Material Adverse Effect.

There shall have been no Material Adverse Effect since the date of this Agreement.«[#if»

## File of Articles.

The Restated Articles shall have been filed by the Company with, and registered by, the Registry of Corporate Affairs of the British Virgin Islands.«[/#if]»«[#if»

## Execution of Joinder Letter

The «[#if»WFOE and «[/#if]»HK Co. shall have executed a Joinder Letter to this Agreement and the Shareholders Agreement in the form attached hereto as «[#if»Exhibit K«[#else]»Exhibit J«[/#if]», under which the «[#if»WFOE and «[/#if]»HK Co. shall agree to be bound by and subject to the terms of this Agreement and the Shareholders Agreement.«[/#if]»

## [ ]

# 

**CONDITIONS TO THE COMPANY’S OBLIGATIONS AT THE CLOSING**

The obligations of the Company under this Agreement at the Closing with respect to the Investor«[#if»s«[/#if]» are subject to the fulfillment, on or prior to the Closing Date of the following conditions:

## Representations and Warranties.

The representations and warranties of the Investor«[#if»s«[/#if]» contained in Article IV hereof shall be true and correct as of the Closing Date.

## Execution of Transaction Documents.

The «[#if»Investors«[#else]»Investor«[/#if]» shall have executed and delivered to the Company the Transaction Documents.

# 

**MISCELLANEOUS**

## Indemnity.«[#if»

Each Seller Party shall, jointly and severally, indemnify the Investor«[#if»s«[/#if]» against any reduction in value of the Company’s or the Group Companies’ assets, any increase in their liabilities, any dilution of «[#if»the Investors’«[#else]»the Investor’s«[/#if]» interests in the Group Companies or any diminution in the value of «[#if»the Investors’«[#else]»the Investor’s«[/#if]» interests in the Group Companies (the “**Indemnifiable Losses**”) as a result of (i) any breach or violation of any representation or warranty in any Transaction Document made by any Seller Party; or (ii) any breach by any Seller Party of any covenant or agreement contained in any Transaction Document.«[#else]»

1. General Indemnity.Each Seller Party shall, jointly and severally, indemnify the Investor«[#if»s«[/#if]» and its Affiliates, and their respective directors, officers, agents and assigns (each an “**Indemnified Party**”) against any reduction in value of the Company’s or the Group Companies’ assets, any increase in their liabilities, any dilution of the Indemnified Party’s interests in the Group Companies or any diminution in the value of the Indemnified Party’s interests in the Group Companies (the “**Indemnifiable Losses**”) as a result of (i) any breach or violation of any representation or warranty in any Transaction Document made by any Seller Party; or (ii) any breach by any Seller Party of any covenant or agreement contained in any Transaction Document.«[#if»
2. Special Indemnity**.** Notwithstanding anything contained in the Disclosure Schedule (as amended, if applicable), each Seller Party shall jointly and severally indemnify at all times and hold harmless each Indemnified Party from and against any and all Indemnifiable Losses suffered by such Indemnified Party, directly or indirectly, as a result of, or based upon or arising from «${agreement[»«[/#if]»«[/#if]»

Notwithstanding the foregoing, if the Company can prove, to «[#if»the Investors’«[#else]»the Investor’s«[/#if]» satisfaction, within fourteen (14) days after the occurrence of a breach of any covenant or agreement contained herein, that such breach is the sole responsibility of the Founder«[#if»s«[/#if]», then only the Founder«[#if»s«[/#if]», not the Company, shall bear the indemnification obligation. If «[#if»any Investor«[#else]»the Investor«[/#if]» believes that it has a claim that may give rise to an indemnity obligation hereunder, it shall promptly notify the Seller Party stating specifically the basis on which such claim is being made, the material facts related thereto, and the amount of the claim asserted. For purposes hereof, notice delivered to the Founder«[#if»s«[/#if]» at the Company’s address pursuant to «[#if»Section 8.08«[#else]»Section 8.07«[/#if]» shall constitute effective notice to all Seller Parties.

## Calculation of Losses.

Each of the Seller Parties agrees that in assessing the amount of damages for a breach of representations and warranties, covenants and agreements under this Agreement, there shall be taken into account that: (i) in calculating the loss or damage that the Investor«[#if»s«[/#if]» may suffer as a result of any claim made by the Investor«[#if»s«[/#if]» under this Agreement, any payment made by the Company to reimburse «[#if»any Investor«[#else]»the Investor«[/#if]» for its losses will in itself diminish the value of «[#if»the Investors’«[#else]»the Investor’s«[/#if]» investment in the Company and, accordingly, such payment should be taken into account in calculating «[#if»the Investors’«[#else]»the Investor’s«[/#if]» loss or damage; and (ii) the Investor«[#if»s«[/#if]» shall be entitled to be compensated for, but not limited to, the decrease in value (including loss of bargain) of all Purchased Shares or Ordinary Shares arising from conversion thereof held by the Investor«[#if»s«[/#if]» as a result of any inaccuracy or breach of representations and warranties, covenants and agreements or breach of any other provisions of any Transaction Document.«[#if»

## «[#if»Founders’«[#else]»Founder’s«[/#if]» Guarantee.

In consideration of the Investor«[#if»s«[/#if]» entering into this Agreement, (a) the Founders hereby unconditionally and irrevocably guarantee, as primary obligor and not merely a surety, to the Investor«[#if»s«[/#if]» the due and punctual performance and observance by the Group Companies, and (b) the Founder«[#if»s«[/#if]» hereby unconditionally and irrevocably guarantee, as primary obligor and not merely a surety, to the Investor«[#if»s«[/#if]» the due and punctual performance and observance by each of the Group Companies, of all its respective obligations, commitments, undertakings, warranties, indemnities and covenants under or pursuant to the Transaction Documents, and agrees to fully and unconditionally indemnify the Investor«[#if»s«[/#if]» against all losses, damages, costs and expenses (including legal costs and expenses) which the Investor«[#if»s«[/#if]» may suffer through or arising from any breach by any of the Group Companies. The liability of the Group Companies as aforesaid shall not be released or diminished by any arrangements or alterations of terms (whether of this Agreement, or otherwise) or any forbearance, neglect or delay in seeking performance of the obligations hereby imposed or any granting of time for such performance.«[/#if]»

## Governing Law.

This Agreement shall be governed by and construed exclusively in accordance with the laws of the «${agreement.p1ApplicableRules[» without regard to principles of conflicts of law thereunder.

## Survival.

The representations, warranties, covenants and agreements made herein shall survive any investigation made by any party hereto and the closing of the transactions contemplated hereby.

## Successors and Assigns.

Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto whose rights or obligations hereunder are affected by such amendments. This Agreement and the rights and obligations therein may not be assigned by the Seller Parties without the written consent of the Investor«[#if»s«[/#if]».

## Entire Agreement.

This Agreement, the Shareholders Agreement, the Restricted Share Agreement, any Ancillary Agreements, and the schedules and exhibits hereto and thereto, which are hereby expressly incorporated herein by this reference constitute the entire understanding and agreement between the parties with regard to the subjects hereof and thereof; provided, however, that nothing in this Agreement or related agreements shall be deemed to terminate or supersede the provisions of any confidentiality and nondisclosure agreements executed by the parties hereto prior to the date hereof, which agreements shall continue in full force and effect until terminated in accordance with their respective terms.

## Notices.

Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party, upon delivery; (b) when sent by facsimile at the number set forth in «[#if»EXHIBIT J«[#else]»EXHIBIT I«[/#if]» hereto, upon receipt of confirmation of error-free transmission; (c) seven (7) business days after deposit in the mail as air mail or certified mail, receipt requested, postage prepaid and addressed to the other party as set forth in «[#if»EXHIBIT J«[#else]»EXHIBIT I«[/#if]»; or (d) three (3) business days after deposit with an overnight delivery service, postage prepaid, addressed to the parties as set forth in «[#if»EXHIBIT J«[#else]»EXHIBIT I«[/#if]» with next ­business day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

Each person making a communication hereunder by facsimile shall promptly confirm by telephone to the person to whom such communication was addressed each communication made by it by facsimile pursuant hereto but the absence of such confirmation shall not affect the validity of any such communication. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving, the other parties written notice of the new address in the manner set forth above.

## Amendments.

Any term of this Agreement may be amended only with the written consent of the Seller Parties and the Investor«[#if»s«[/#if]».

## Waivers.

Each of the Seller Parties, by executing this Agreement, hereby waives any anti-dilution rights, rights of first refusal, preemptive rights and all similar rights in connection with the issuance of the Purchased Shares.

## Delays or Omissions.

No delay or omission to exercise any right, power or remedy accruing to any Seller Party or Investor«[#if»s«[/#if]», upon any breach or default of any party hereto under this Agreement, shall impair any such right, power or remedy of such Seller Party or Investor«[#if»s«[/#if]», nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach of default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Seller Party or Investor«[#if»s«[/#if]» of any breach of default under this Agreement or any waiver on the part of any Seller Party or Investor«[#if»s«[/#if]» of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to the Seller Parties and the Investor«[#if»s«[/#if]» shall be cumulative and not alternative.

## Finder’s Fees.

Except as disclosed in the Disclosure Schedule, each party represents and warrants to the other party hereto that it has retained no finder or broker in connection with the transactions contemplated by this Agreement and hereby agrees to indemnify and to hold harmless the other party hereto from and against any liability for any commission or compensation in the nature of a finder’s fee of any broker or other person or firm (and the costs and expenses of defending against such liability or asserted liability) for which the indemnifying party or any of its employees or representatives are responsible.

## Interpretation; Titles and Subtitles.

This Agreement shall be construed according to its fair language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless otherwise expressly provided herein, all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement. As used in this Agreement, the words “include” and “including”, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation”.

## Counterparts.

This Agreement may be executed (including facsimile signature) in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

## Severability.

If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be construed, to the extent feasible, so as to render the provision enforceable and to provide for the consummation of the transactions contemplated hereby on substantially the same terms as originally set forth herein, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential to the rights or benefits intended by the parties. In such event, the parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects the parties’ intent in entering into this Agreement.

## Confidentiality and Non‑Disclosure.

The parties hereto agree to be bound by the confidentiality and non‑disclosure provisions of the Shareholders Agreement, which shall mutatis mutandis apply.

## Further Assurances.

Each party shall from time to time and at all times hereafter make, do, execute, or cause or procure to be made, done and executed such further acts, deeds, conveyances, consents and assurances without further consideration, which may reasonably be required to effect the transactions contemplated by this Agreement.

## Dispute Resolution.

### Negotiation Between Parties. The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of all parties within thirty (30) days, «[#if»Section 8.18«[#else]»Section 8.17«[/#if]»(b) shall apply.

### Arbitration. In the event the parties are unable to settle a dispute between them regarding this Agreement in accordance with subsection (a) above, such dispute shall he referred to and finally settled by arbitration at the «${agreement.p1ApplicableRules[» (the “**«${agreement.p1ApplicableRules[»**”) for arbitration in Hong Kong. The arbitration shall be conducted in accordance with the «${agreement.p1ApplicableRules[» in force at the time of the initiation of the arbitration, which rules are deemed to be incorporated by reference into this subsection (b).

## Expenses.

The Company shall reimburse the Investor«[#if»s«[/#if]» at the Closing, all the legal expenses incurred by the Investor«[#if»s«[/#if]» in connection with «[#if»the Investors’«[#else]»the Investor’s«[/#if]» due diligence investigation of the Group Companies and the preparation of the necessary financing documents for the transaction contemplated hereunder, provided that the amount of such legal expenses shall in no event be in excess of US$[«[#if»«${agreement.p1Cost[»«[/#if]»]. If the Closing does not occur due to the reasons attributable to the Seller Parties, the Company shall reimburse the Investor«[#if»s«[/#if]» such expenses upon the request of the Investor«[#if»s«[/#if]».

## Termination.

This Agreement may be terminated by the Investor«[#if»s«[/#if]» by written notice to the Company, if the Closing has not occurred within three (3) months after the date of this Agreement. Such termination under this Section shall be without prejudice to any claims for damages or other remedies that the parties may have under this Agreement or applicable law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.«[#assign»

**THE COMPANY:**

«${agreement.p1FinancingBody[»

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [ ]

Title: Director«[#assign»

**«[#if»THE HK CO.:**

«${agreement.p1HongKongCompany[»

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [ ]

Title: Director«[#assign»

**«[/#if]»«[#if»THE WFOE:**

«${agreement.p1WfoeAndDomesticCompany[»

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [ ]

Title: Legal Representative«[#assign»

**«[/#if]»THE PRC AFFILIATE:«[#list»**

«${dome.domesticCompanyEnFullName}»

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [ ]

Title: Legal Representative«[#if»«[#if»

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**THE PRC AFFILIATE:«[/#if]»«[/#if]»**

**«[/#list]»**

«[#assign»IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**«[#if»THE BVI COMPANY:**

«[#list»«[#if»«${bvi.BVICompanyName}»

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [ ]

Title: Director

«[#assign»«[/#if]»«[#if»

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**«[#if»THE BVI COMPANIE:**

**«[/#if]»«[/#if]»«[/#list]»«[/#if]»THE FOUNDER:«[#list»**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: «${founder.founderName}»«[#if»

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**THE FOUNDER:«[/#if]»«[/#list]»**

«[#list»IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first above written.

**THE INVESTOR:**

«${inve.investorName}»

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: Authorized Signatory

**«[#if»**

**«[#else]»«[/#if]»«[/#list]»«[#if»SCHEDULE 1-1**

**«[#if»BVI Companies«[#else]»BVI Company«[/#if]»**

|  |  |
| --- | --- |
| **BVI Company** | **BVI Company’s Shareholders** |
| «@before-row[#list agreement.p1BviCompanyList as bvi]»«[#if»«${bvi[»«[/#if]»«@after-row[/#list]» | «@before-row[#list bvi.founderList as founder]»«${founder[»«@after-row[/#list]» |

**SCHEDULE 1-2«[#else]»SCHEDULE 1«[/#if]»**

**Founder«[#if»s«[/#if]»**

|  |  |
| --- | --- |
| **Founder** | **ID/ Passport NO.** |
| «@before-row[#list agreement.p1FounderList as founder]»«${founder[»«@after-row[/#list]» | «${founder[» |

**SCHEDULE 2**

**Investment Particulars**

**«[#if»**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Investor«[#if»s«[/#if]»** | **Type of Shares** | **No. of Shares** | **Aggregate Purchase Price Amount** | |
| **Cash** | **Conversion of Loan** |
| «@before-row[#list agreement.p1InvestorList as inve]»«${inve[»«@after-row[/#list]» | «${inve[» | [«${inve[»] | «[#if»[«${(inve[»]«[#else]»[«${inve[»]«[/#if]» | «[#if»[«${inve.bridgeLoanAmount}»]«[/#if]» |
| **Total** |  | **[«${agreement.offshoreTotalObj[»]** | **[«${agreement.offshoreTotalObj[»]** | |

**«[#else]»**

|  |  |  |  |
| --- | --- | --- | --- |
| **Investor«[#if»s«[/#if]»** | **Type of Shares** | **No. of Shares** | **Aggregate Purchase Price Amount** |
| «@before-row[#list agreement.p1InvestorList as inve]»«${inve[»«@after-row[/#list]» | «${inve[» | [«${inve[»] | [«${inve[»] |
| **Total** | - | **[«${agreement.offshoreTotalObj[»]** | **[«${agreement.offshoreTotalObj[»]** |

**«[/#if]»**

**SCHEDULE 3-1**

**Capitalization Structure Prior to the Closing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Shareholders** | **Type of Shares** | **No. of Shares** | **Share Percentage** |
| «@before-row[#list agreement.p1BviCompanyList as bvi]»«${bvi[»«@after-row[/#list]» | «${bvi[» | «${bvi[» | «${bvi[» |
| **Total** | - | **«${agreement.offshoreTotalObj.BVISharesNumber}»** | **[100%]** |

**SCHEDULE 3-2**

**Capitalization Structure After the Closing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Shareholders** | **Type of Shares** | **No. of Shares** | **Share Percentage** |
| «@before-row[#list agreement.osList as os]»«${os[»«@after-row[/#list]» | «${os[» | «${os[» | «${os[» |
| **Total** | - | **«${agreement.offshoreTotalObj.OSSharesNumber}»** | **[100%]** |

**EXHIBIT A**

**Restated Articles**

**EXHIBIT B**

**Disclosure Schedule**

**EXHIBIT C**

**Shareholders Agreement**

**EXHIBIT D**

**Compliance Certificate**

**EXHIBIT E**

**Restricted Share Agreement**

**«[#if»EXHIBIT F**

**Indemnification Agreement**

**EXHIBIT G**

**Management Rights Letter**

**EXHIBIT H-1**

**Form of Employment Agreement**

**EXHIBIT H-2**

**Form of Confidentiality, Non-competition and Intellectual Property Rights AgreementEXHIBIT I**

**Restructuring Documents**

**EXHIBIT J**

**Notices**

If to the Seller Parties:

[ ]

Attn: [ ]

Tel: [ ]

If to [Investor]:

[ ]

Attn: [ ]

Tel: [ ]«[#if»

**EXHIBIT K**

**Joinder Letter«[/#if]»«[#else]»EXHIBIT F**

**Management Rights Letter**

**EXHIBIT G-1**

**Form of Employment Agreement**

**EXHIBIT G-2**

**Form of Confidentiality, Non-competition and Intellectual Property Rights AgreementEXHIBIT H**

**Restructuring Documents**

**EXHIBIT I**

**Notices**

If to the Seller Parties:

[ ]

Attn: [ ]

Tel: [ ]

If to [Investor]:

[ ]

Attn: [ ]

Tel: [ ]«[#if»

**EXHIBIT J**

**Joinder Letter«[/#if]»«[/#if]»**