**«[#setting»RESTRICTED SHARE AGREEMENT**

THIS RESTRICTED SHARE AGREEMENT (the “**Agreement”**) is made and entered into as of [ ], by and among:«[#assign»«[#list»«[#if»«[#assign»«[/#if]»«[/#list]»

1. «${agreement.p1FinancingBody[», a company organized under the laws of the «${agreement.p1FinancingBody[» (the “**Company**”);
2. «[#if»Each of the persons as set forth in Schedule A attached hereto (collectively, the “**Restricted Founders**”, and each, a “**Restricted Founder**”)«[#else]»The person as set forth in Schedule A attached hereto (the “**Founder**”)«[/#if]»;«[#if»
3. «[#if»Each of the entities as set forth in Schedule B attached hereto (collectively, the “**Restricted Entities**”, and each, a “**Restricted Entity**”)«[#else]»«${agreement.p1BviCompanyList[0].BVICompanyName}», a company organized and existing under the laws of the British Virgin Islands (the “**BVI Company**”)«[/#if]»;«[/#if]» and
4. «[#if»Each of the entity or entities as set forth in Schedule C attached hereto (collectively, the “**Investors**”, and each, an “**Investor**”)«[#else]»The entity as set forth in Schedule B attached hereto (the “**Investor**”)«[/#if]».

WHEREAS, the parties hereto are parties to that certain Series A Preferred Shares Purchase Agreement dated as of [ ] (the “**Purchase Agreement**”) by and among the Company«[#if», «[#if»the Restricted Entities«[#else]»the Restricted Entity«[/#if]»«[/#if]», the Restricted Founder«[#if»s«[/#if]», the Investor«[#if»s«[/#if]» and certain other parties thereto (capitalized terms used and not defined herein shall have the same meaning as ascribed to them in the Purchase Agreement);

WHEREAS, the parties hereto are parties to that certain Shareholders Agreement dated as of [ ] (the “**Shareholders Agreement**”) by and among the Company«[#if», «[#if»the Restricted Entities«[#else]»the Restricted Entity«[/#if]»«[/#if]», the Restricted Founder«[#if»s«[/#if]», the Investor«[#if»s«[/#if]» and certain other parties thereto;

WHEREAS, as of the Closing (as defined in the Purchase Agreement), «[#if»«[#if»the Restricted Founders are the shareholders«[#else]»the Restricted Founder is the shareholder«[/#if]» of «[#if»the Restricted Entities«[#else]»the Restricted Entity«[/#if]» (as applicable), and «[#if»the Restricted Entities collectively owns«[#else]»the Restricted Entity owns«[/#if]» [«${agreement[»] ordinary shares, par value US$[«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] per share, of the Company (“**Ordinary Shares**”). A complete list of all outstanding shareholders of «[#if»the Restricted Entities«[#else]»the Restricted Entity«[/#if]» as of the Closing is set forth in the Schedule B herewith«[#else]»«[#if»the Restricted Founders collectively owns«[#else]»the Restricted Founder owns«[/#if]» [«${agreement[»] ordinary shares, par value US$[«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] per share, of the Company (“**Ordinary Shares**”)«[/#if]»;

WHEREAS, «[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]» devotes all his/her professional time to attend to the business of the Group Companies and his/her continue service with the Group Companies is vital to the operation of the Group Companies; «[#if»the Investors have«[#else]»the Investor has«[/#if]» requested, and «[#if»«[#if»each Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» hereby agrees to dispose certain Restricted Shares to the Company and the Investor«[#if»s«[/#if]» in case of «[#if»the relevant Restricted Founder’s«[#else]»the Restricted Founder’s«[/#if]» employment or service relationship with any Group Company terminates; and

WHEREAS, the Purchase Agreement provides that the execution and delivery of this Agreement by the parties hereto shall be a condition precedent to the consummation of the transactions contemplated thereunder.

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 hereto further agree as follows:

# Designation of Restricted Shares. The Ordinary Shares of the Company issued to «[#if»«[#if»the Restricted Entities«[#else]»the Restricted Entity«[/#if]»«[#else]»the Restricted Founder«[#if»s«[/#if]»«[/#if]» as set forth in the Schedule «[#if»B«[#else]»A«[/#if]» are hereby collectively designated as “**Restricted Shares**”, with such adjustments as hereinafter provided.

# Repurchase Right.

## Repurchase Right. In the event «[#if»any Restricted Founder’s«[#else]»the Restricted Founder’s«[/#if]» relationship with any Group Company terminates upon (i) the voluntary termination by «[#if»such Restricted Founder«[#else]»the Restricted Founder«[/#if]» of his/her service or employment with such Group Company, or (ii) the termination by any Group Company of «[#if»such Restricted Founder’s«[#else]»the Restricted Founder’s«[/#if]» service or employment for Cause (such event being referred to herein as the “**Events of Default**” and each an “**Event of Default**”) (and regardless of whether or not such Restricted Founder is then serving as a director of any Group Company), then, subject to compliance with all applicable laws and the Company’s constitutional documents, the Company shall have the right (the “**Repurchase Right**”) to repurchase for cancellation from «[#if»«[#if»the applicable Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»the applicable Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» all of the Restricted Shares beneficially owned by «[#if»such Restricted Founder«[#else]»the Restricted Founder«[/#if]» that have not been vested and released from the Repurchase Right at the time of repurchase (the “**Repurchase Time**”) in accordance with Section 2(b) below (the “**Unvested Shares**”), at a price equal to the original issue price of the Restricted Shares (the “**Repurchase Price**”). For purposes of this Agreement, the term “**Cause**” means any one of the following grounds: (i) material dishonesty on the part of the Restricted Founder which materially and adversely affects any Group Company; (ii) repeated drunkenness or use of illegal drugs which materially and adversely interferes with the performance of the Restricted Founder's obligations and duties of service or employment agreement; (iii) the Restricted Founder's conviction of a felony, or any crime involving fraud or misrepresentation or violation of applicable securities laws; (iv) gross mismanagement by the Restricted Founder of the business and affairs of the Company or any subsidiary or affiliate (including without limitation the PRC Companies) directly managed by the Restricted Founder which directly results in a material loss by the Company and for which the Company has reasonable proof was committed by the Restricted Founder; or (v) violation of any terms of any service agreement or employment agreement, proprietary information agreement, intellectual property assignment agreement or non-competition agreement entered by and between the Restricted Founder and any Group Company or any of its subsidiaries or affiliates, which results in a material loss by any Group Company.

## Vesting Terms. Twenty five percent (25%) of the Restricted Shares shall be vested to «[#if»«[#if»each Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» and be released from the Repurchase Right after the first anniversary of the Closing Date (as defined in the Purchase Agreement), and the remaining seventy five percent (75%) of the Restricted Shares shall be vested to «[#if»«[#if»such Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»such Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» «${agreement.p1Loes.term}» in equal installments over the next three (3) years, provided that «[#if»the Restricted Founder«[#else]»such Restricted Founder«[/#if]» who owns such Restricted Entity remain relationship of service or employment with any Group Company and there shall not have been any Event of Default as of the date of such vesting and release.

## Exercise of the Repurchase Right. The Repurchase Right shall be exercised by the Company by serving a written notice delivered to «[#if»«[#if»the relevant Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»the relevant Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» within sixty (60) days after the occurrence of an Event of Default (the “**Repurchase Period**”). The notice shall indicate the number of Unvested Shares to be repurchased for cancellation and the date on which the repurchase is to be effected, such date to be not later than the last day of the Repurchase Period. It is hereby agreed that by entering into this Agreement, «[#if»«[#if»each Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» has absolutely and unconditionally agreed to the repurchase on terms and conditions set out in this Agreement without any further need for the Company to obtain any written consent from «[#if»«[#if»such Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»such Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]». On the date on which the repurchase is to be effected, the Company or its permitted assigns shall pay to «[#if»«[#if»the relevant Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»the relevant Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» in cash or cash equivalents (including the cancellation of indebtedness) the consideration for such repurchased Unvested Shares**,** plus any additional funds for any Additional Securities (defined below) in respect thereof, out of legally available funds and as permitted by applicable laws and the constitutional documents of the Company. The Company shall further reserve an amount of Ordinary Shares equal to the number of Unvested Shares to be repurchased pursuant to this Section 2(c) for the issuance under the ESOP (as defined in the Purchase Agreements). For the avoidance of doubt, any Unvested Shares repurchased under this Agreement shall be cancelled.

## Assignment. Except as provided in this Section 2(d), the Company may not assign any Repurchase Right to any party without the prior written consent of the Investor«[#if»s«[/#if]» and «[#if»«[#if»the relevant Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»the relevant Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]». Notwithstanding the foregoing, if the Company shall not be able to exercise any Repurchase Right for any reason, the Company shall notify the Investor«[#if»s«[/#if]» in writing no later than the expiration of the applicable Repurchase Period and the Investor«[#if»s«[/#if]» shall thereupon have the right (the “**Investor Purchase Right**”) to purchase the number of Restricted Shares pro rata based on the number of shares held by the Investor«[#if»s«[/#if]» as of the date of such notice from the Company within sixty (60) days from the earlier of the receipt of the Company’s notice of non-exercise or the expiration of the applicable Repurchase Period in accordance with the provisions of this Section 2 and on the same terms and for the same price as the Company’s Repurchase Right; provided, however, that the number of Restricted Shares that may be purchased by the Investor«[#if»s«[/#if]» under the Investor Purchase Right shall be adjusted so that the resulting fully diluted percentage of the Company’s outstanding share capital (on an as-converted basis) owned by «[#if»«[#if»the relevant Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»the relevant Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» is the same as if the Company had itself fully exercised the Repurchase Right. Notwithstanding anything to the contrary herein, if the Company shall not have exercised any Repurchase Right, or if the notice of non-exercise of such Repurchase Right by the Company shall not have been received by the Investor«[#if»s«[/#if]», within the Repurchase Period for any reason, the Company shall be deemed to have elected not to exercise its Repurchase Right and the Investor«[#if»s«[/#if]» shall have sixty (60) days from the last day of the Repurchase Period to exercise their respective Investor Purchase Right hereunder**.**

## Termination of the Repurchase Right. The Repurchase Right shall terminate upon the earlier to occur of (i) the exercise in full or expiration of the Repurchase Right, or (ii) a Qualified IPO (as defined in the Shareholders Agreement). Promptly after the expiration of the Repurchase Right, the Company shall, if required, be caused to deliver to «[#if»«[#if»the relevant Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»the relevant Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» a new stock certificate or certificates representing the number of vested Ordinary Shares to which «[#if»«[#if»such Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»such Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» is entitled under this Agreement.

# Transfer Restrictions. «[#if»Each Restricted Founder«[#else]»The Restricted Founder«[/#if]»«[#if» shall procure «[#if»the applicable Restricted Entity«[#else]»the Restricted Entity«[/#if]», and «[#if»each Restricted Entity«[#else]»the Restrictrd Entity«[/#if]»«[/#if]» agrees and covenants not to assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Restricted Shares prior to the termination of the Repurchase Right. Thereafter, the Restricted Shares may be sold, transferred or otherwise disposed of in accordance with theShareholders Agreement.Any attempt to transfer such Restricted Shares in violation of this Section 3 shall be null and void and the Company shall not recognize any such transfer and/or update the register of members of the Company.

# Escrow of Restricted Shares. For purposes of facilitating the enforcement of the provisions of this Agreement, «[#if»«[#if»each Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» shall «[#if»and «[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]» shall procure «[#if»the applicable Restricted Entity«[#else]»the Restricted Entity«[/#if]» to, «[/#if]»immediately upon the execution of this Agreement, deliver the certificate(s) for the Restricted Shares, together with an Assignment Separate from Certificate in the form attached hereto as Exhibit A, executed (with date and number of Restricted Shares blank) by «[#if»«[#if»each Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» with respect to such share certificate(s), to the Escrow Holder (as defined below) to hold in escrow for so long as such Restricted Shares continue to remain subject to the Company’s Repurchase Right. «[#if»«[#if»Each Restricted Entity«[#else]»The Restricted Entity«[/#if]»«[#else]»«[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» hereby acknowledges that the appointment of the Escrow Holder as the escrow holder hereunder with the foregoing authorities is a material inducement to the Company to make this Agreement and that such appointment is coupled with an interest and is accordingly irrevocable. «[#if»«[#if»Each Restricted Entity«[#else]»The Restricted Entity«[/#if]»«[#else]»«[#if»Each Restricted Founder«[#else]»The Restricted Founder«[/#if]»«[/#if]» agrees that, except as provided hereunder, the Escrow Holder shall not be liable to any party hereto (or to any other party) for any actions or omissions unless the Escrow Holder is grossly negligent in connection therewith. Upon the termination of the Company’s Repurchase Right, the Escrow Holder will upon request of «[#if»«[#if»any Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»any Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]», transmit to «[#if»«[#if»such Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»such Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» the certificate(s) evidencing such Restricted Shares. For the purposes of this Agreement, the “**Escrow Holder**” means a director or officer of the Company designated by the Investor«[#if»s«[/#if]» or their assigns. Notwithstanding the foregoing, «[#if»«[#if»each Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» shall exercise all rights and privileges of a holder of Ordinary Shares of the Company with respect to the Restricted Shares. «[#if»«[#if»Each Restricted Entity«[#else]»The Restricted Entity«[/#if]»«[#else]»«[#if»Each Restricted Founder«[#else]»The Restricted Founder«[/#if]»«[/#if]» shall be deemed to be the holder for purposes of receiving any dividends that may be paid with respect to such Restricted Shares and for the purpose of exercising any voting rights relating to such Restricted Shares, even if some or all of such Restricted Shares have not yet vested and been released from the Repurchase Rights.

# Additional Securities. Any securities or cash received by «[#if»«[#if»each Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»each Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» as a result of ownership of the Restricted Shares (the “**Additional Securities**”), including, but not by way of limitation, securities received as a share dividend or share split, or as a result of a recapitalization or reorganization or other similar change in the Company’s capital structure, shall be retained in escrow in the same manner (to the extent that such Additional Securities are received as a result of ownership of the Restricted Shares) and subject to the same conditions and restrictions as the Restricted Shares as provided in this Agreement, including, without limitation, the Repurchase Right applicable thereto. If any Additional Securities received by «[#if»«[#if»any Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»any Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» consist of a convertible security, «[#if»«[#if»such Restricted Entity«[#else]»the Restricted Entity«[/#if]»«[#else]»«[#if»such Restricted Founder«[#else]»the Restricted Founder«[/#if]»«[/#if]» may exercise any conversion right, and any securities so acquired shall constitute Additional Securities. Appropriate adjustments to reflect the distribution of Additional Securities shall be made to the price per share to be paid upon the exercise of the Repurchase Right in order to reflect the effect of any such transaction upon the Company’s capital structure. In the event of any change in certificates evidencing the Restricted Shares or the Additional Securities by reason of any recapitalization, reorganization or other transaction that results in the creation of Additional Securities, the Escrow Holder is hereby authorized to deliver to the Company the certificates evidencing the Restricted Shares or the Additional Securities in exchange for the certificates of the replacement securities.

# Stop‑Transfer Notices. In order to ensure compliance with the terms of this Agreement, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any.

# Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Restricted Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Restricted Shares, or to accord the right to vote or pay dividends to, any purchaser or other transferee to whom such Restricted Shares shall have been so transferred.

# Restrictive Legends. «[#if»«[#if»Each Restricted Entity«[#else]»The Restricted Entity«[/#if]»«[#else]»«[#if»Each Restricted Founder«[#else]»The Restricted Founder«[/#if]»«[/#if]» understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Restricted Shares together with any other legends that may be required by the Company or by applicable securities laws:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A REPURCHASE RIGHT HELD BY THE ISSUER OR ITS PERMITTED ASSIGNEE(S) AS SET FORTH IN THE RESTRICTED SHARE AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND REPURCHASE RIGHT ARE BINDING ON TRANSFEREES OF THESE SHARES.

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

# Entire Agreement. This Agreement, the Purchase Agreement, the Shareholders Agreement, and any Ancillary Agreements (as defined in the Purchase Agreement),together with all the exhibits hereto and thereto, constitute and contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof.

# Interpretation; Captions. 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 captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement.

# Dispute Resolution. The parties agree to negotiate in good faith to resolve any dispute between them arising out of or in connection with this Agreement. If the negotiations do not resolve any dispute to the reasonable satisfaction of all parties within thirty (30) days, such dispute shall be referred to and finally settled by arbitration at the «${agreement.p1ApplicableRules.CAT}» (the “**«${agreement.p1ApplicableRules.CATAbbr}»**”) in accordance with the «${agreement.p1ApplicableRules.applicableArbitrationRules}» in effect, which rules are deemed to be incorporated herein by reference.

# Notices. Any notice required or permitted hereunder shall be given in accordance with the notice provisions in the Shareholders Agreement.

# Third Party Beneficiaries. It is the parties’ intention that the Investor«[#if»s«[/#if]» be made third party beneficiaries of this Agreement who shall be entitled to enforce the covenants and obligations of the Company, the Restricted Founder«[#if»s«[/#if]»«[#if» and «[#if»the Restricted Entities«[#else]»the Restricted Entity«[/#if]»«[/#if]» hereunder. The rights of the Investor«[#if»s«[/#if]» shall vest immediately upon execution of this Agreement and may not be modified or diminished except with the prior written consent of the Investor«[#if»s«[/#if]» or their permitted assigns holding at least a majority of Preferred Shares.

# Counterparts. This Agreement may be executed by facsimile or other electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

# If and to the extent that there are inconsistencies between the provisions of this Agreement and those of the Restated Articles, the terms of this Agreement shall prevail as between the Restricted Founder«[#if»s«[/#if]»«[#if», «[#if»the Restricted Entities«[#else]»the Restricted Entity«[/#if]»«[/#if]» and the Investor«[#if»s«[/#if]» only, who hereby undertake to take all actions necessary or advisable, as promptly as practicable after the discovery of such inconsistency, to amend the Restated  Articles so as to eliminate such inconsistency to the largest extent as permitted by the applicable law.

# Notwithstanding any other provision of this Agreement, any new shareholder of the Company who is not already a party to this Agreement shall, not later than the time it becomes a shareholder of the Company, agree in writing by signing a Deed of Adherence substantially in the form attached hereto as Exhibit B (a “**Deed of Adherence**”) that it adheres to, and be bound by, the terms of this Agreement as a party to this Agreement.

--REMAINDER OF PAGE INTENTIONALLY LEFT BLANK--

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein above first written.«[#assign»

**THE COMPANY:**

«${agreement.p1FinancingBody[»

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

Name: [ ]

Title: Director

**«[#if»THE RESTRICTED «[#if»ENTITIES«[#else]»ENTITY«[/#if]»:**

«[#list»«[#if»«${bvi.BVICompanyName}»

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

Name: [ ]

Title: Director

«[#assign»«[/#if]»«[#if»

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein above first written.

**«[#if»THE RESTRICTED «[#if»ENTITIES«[#else]»ENTITY«[/#if]»:**

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

«${founder.founderName}»

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

Name: [ ]«[#if»

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein above first written.

**RESTRICTED FOUNDER«[#if»S«[/#if]»:«[/#if]»«[/#list]»**

«[#list»IN WITNESS WHEREOF, the parties hereto has executed this Agreement as of the date herein above first written.

**THE INVESTOR«[#if»S«[/#if]»:**

«${inve.investorName}»

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

Name:

Title: Authorized Signatory

«[#if»

«[#else]»«[/#if]»«[/#list]»**SCHEDULE A**

**Restricted Founder«[#if»s«[/#if]»**

|  |  |
| --- | --- |
| **Name of Founder«[#if»s«[/#if]»** | **PRC ID** |
| «@before-row[#list agreement.p1FounderList as founder]»«${founder.founderName}»«@after-row[/#list]» | «${founder.founderId}» |

**SCHEDULE B**

**«[#if»«[#if»Restricted Entities«[#else]»Restricted Entity«[/#if]»**

|  |  |  |
| --- | --- | --- |
| **Restricted «[#if»Entities«[#else]»Entity«[/#if]»** | **Restricted Founder«[#if»s«[/#if]»** | **No. of Restricted Shares** |
| «@before-row[#list agreement.p1BviCompanyList as bvi]»«${bvi.BVICompanyName}»«@after-row[/#list]» | «@before-row[#list bvi.founderList as founder]»«${founder.founderName}»«@after-row[/#list]» | «${founder.sharesNumber}» |

**SCHEDULE C**

**«[#else]»Investor«[#if»s«[/#if]»«[/#if]»**

|  |  |
| --- | --- |
| **No.** | **Investor** |
|  | «@before-row[#list agreement.p1InvestorList as inve]»«${inve.investorName}»«@after-row[/#list]» |

**EXHIBIT a-1**

**«[#list»«[#if»ASSIGNMENT SEPARATE FROM CERTIFICATE**

FOR VALUE RECEIVED, «${bvi.BVICompanyName}» hereby sells, assigns and transfers unto [Company], a company organized under the laws of the «${agreement.p1FinancingBody[» (the “**Company**”), [\_\_\_\_\_\_\_\_\_\_\_] ([ ]) shares of the Ordinary Shares of the Company, standing in its name on the books of the Company, represented by Certificate No. [ ] herewith, and does hereby irrevocably constitute and appoint the Secretary of the Company attorney to transfer the said shares in the books of the Company with full power of substitution.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

«${bvi.BVICompanyName}»

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

Name: [ ]

Title: Director

«[/#if]»«[/#list]»**EXHIBIT B**

**Deed of Adherence**

**DEED OF ADHERENCE** made on the [ ] day of, [ ]

**BETWEEN:**

(1) «${agreement.p1FinancingBody[», a company incorporated in the «${agreement.p1FinancingBody[» (the "Company"); and

(2) [Name of New Shareholder] (the "New Shareholder").

**RECITALS:**

(A) On [ ] day of \_\_\_\_\_\_\_\_\_\_\_\_\_, the Company and its Shareholders entered into a Third Amended and Restated Restricted Share Agreement (the "Restricted Share Agreement ") to which a form of this Deed is attached as Exhibit B.

(B) The New Shareholder wishes to [be allotted/have transferred to him/her/it] [ ] shares (the "Shares") in the capital of the Company [from [ ] (the "Old Shareholder")] and in accordance with Section [ ] of the Restricted Share Agreement has agreed to enter into this Deed.

(C) The Company enters this Deed on behalf of itself and as agent for all the existing Shareholders of the Company.

**NOW THIS DEED WITNESSES** as follows:

1. Interpretation. In this Deed, except as the context may otherwise require, all words and expressions defined in the Restricted Share Agreement shall have the same meanings when used herein.

2. Covenant. The New Shareholder hereby covenants to the Company as trustee for all other persons who are at present or who may hereafter become bound by the Restricted Share Agreement, and to the Company itself to adhere to and be bound by all the duties, burdens and obligations of a Shareholder holding the same class of shares as the Shares imposed pursuant to the provisions of the Restricted Share Agreement and all documents expressed in writing to be supplemental or ancillary thereto as if the New Shareholder had been an original party to the Restricted Share Agreement since the date thereof.

3. Enforceability. Each existing Shareholder and the Company shall be entitled to enforce the Restricted Share Agreement against the New Shareholder, and the New Shareholder shall be entitled to all rights and benefits of the Old Shareholder (other than those that are non-assignable) under the Restricted Share Agreement in each case as if the New Shareholder had been an original party to the Restricted Share Agreement since the date thereof.

4. Governing Law. THIS DEED OF ADHERENCE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF «${agreement.p1ApplicableRules[», EXCEPT TO THE EXTENT THAT THE COMPANIES LAW OF «[#if»CAYMAN ISLANDS«[#else]»BRITISH VIRGIN ISLANDS«[/#if]» BY ITS TERMS IS APPLICABLE.

IN WITNESS WHEREOF, this Deed of Adherence has been executed as a deed on the date first above written.

«${agreement.p1FinancingBody[»

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

Name:

Title:

[NAME OF NEW SHAREHOLDER]

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

Name:

Title: